



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: September 16, 2021

ID Number: 2775

Title: One (1) ea, new, unused, current production Trailer mounted 50' articulating boom work lift

Due Date/Time: Wednesday, October 13, 2021 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Mail or Deliver To:

York County Procurement
Government Center Building, Room 3501
PO Box 180, 6 S. Congress St., York, SC 29745

Opening Location:

Government Center Building, Room 3801
6 S. Congress St., York, SC 29745

Pre-Solicitation Conference: N/A

Point of Contact: Bryant Cook, Procurement Manager

Email: procurement@yorkcountygov.com

Additional Documents available from: N/A

Questions Deadline: No later than 5:00 p.m. on Thursday, October 7, 2021

Email: procurement@yorkcountygov.com

Submittals required: One (1) signed original, and one signed (1) copy

Tentative Date of Council Approval: Monday, November 1, 2021

Note: As York County continues to monitor the activity of the COVID-19 (Coronavirus) throughout South Carolina, the County also continues to assess daily operations and take proactive measures to protect the public. As such, in an effort to protect the public's health, safety, and welfare, York County requires all participants attending York County's pre submittal conferences and public bid openings to practice social distancing and the wearing of masks.

OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

COMPANY TELEPHONE NUMBER

COMPANY ADDRESS

COMPANY FAX# (IF APPLICABLE)

CITY, STATE, ZIP+4

EMAIL ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID#

PRINT NAME

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

SECTION 1 SPECIFICATIONS AND SCOPE OF WORK

1.1 DESCRIPTION

The York County Facilities Maintenance department request bids for One (1) Trailer Mounted 50' Articulating Boom Work Lift or equivalent. Bid to include delivery of equipment and training of the equipment. York County requests that the bid price to be firm for 90 days from bid opening date. Bids shall be for new, current year production equipment. Demonstrator, used or lessor model equipment will not be accepted. All references to brand name shall be interpreted as brand name or equivalent. All questions shall be directed to the York County Procurement Department.

1.2 SPECIFICATIONS

A. Basic Equipment Specifications

Platform Height: 50'

Working Outreach: 31'

Jib Motion: At least 130°

Towable Speed: 60 mph

Power Source: 24V DC

Back Up Charging Source: Honda GX 270—9 HP or equivalent

B. General Specifications

Telescopic Upper Boom

4' Jib

STEERING 110V-AC Receptacle on platform

Auto-leveling Hydraulic Outriggers

Motion Alarm

Tilt Alarm/Indicator

Four 6V 220 AMP-Hour Batteries

Parking Brake

Battery Condition Indicator

Standard Air and Water Lines to Platform

Platform Rotator

Material Hook-500 LB Capacity

Drive and Outrigger Set

Flashing Amber Beacon

C. Warranty and Training

The lift shall come with the following:

- a. 12 month, full machine warranty
- b. 60 month, major structural component warranty
- c. (4) hours of on-site operator/technician/service training to be conducted by a factory-trained representative.
- d. Operator, technician service, & parts manuals. Service and parts manuals may be supplied on CD or flash drive if printed manuals are not available.
- e. Four (4) key sets (ignition, panel, master, etc.)

Each vendor must be able to provide, if requested by York County staff, a demo of the exact model machine that is being bid for the purposes of evaluation. The vendor is responsible for the transportation of the machine to and from York County Facility Maintenance, located at 220 Public Works Road, York, SC 29745. The machine is to have a full charge of batteries and the ability to be on-site for a minimum of 10 hours. If a machine is not available for delivery, one must be available off-site for operating and evaluation, however, on-site is preferred.

SECTION 2 SPECIAL CONDITIONS

2.1 LITERATURE

The successful bidder shall furnish factory service bulletins for a minimum period of 2-years from the beginning of the contract (this is to include warranty bulletins).

2.2 GENERAL

The unit shall be new, unused, complete and of the latest manufacture model available, properly serviced, and ready for immediate operation.

No dealer advertising in any form is to be placed on or in the unit.

After the unit is serviced, the dealer prep form will be completed, signed, and delivered with the unit.

York County reserves the right to reject any and all bids proposing to furnish equipment, in the opinion of the County that is not satisfactory for its use in the proposed application.

2.3 BROCHURES

All bidders are requested to provide detailed color brochures of their proposed equipment with their bid response.

2.4 DELIVERY

Price shall be included in delivery to the York County Facilities Maintenance Shop, 220 Public Works Rd, York, SC 29745.

2.5

QUESTIONNAIRE (To be completed and returned with bid)

1. Brand: _____ Model: _____
2. Surge Brakes: YES _____ or NO: _____
3. Manual Rotating Platform: YES _____ or NO: _____
4. Battery Operation: YES _____ or NO: _____
5. Electric Operation: YES _____ or NO: _____
6. Electric Wheel Drive & Out Rigger Operation: YES _____ or NO: _____
7. Air & Water Lines to Platform: YES _____ or NO: _____
8. 110 V Platform Plug: YES _____ or NO: _____
9. Auto Leveling Outriggers: YES _____ or NO: _____
10. 500 LB Lift Hook: YES _____ or NO: _____
11. 60 MPH Highway Capability: YES _____ or NO: _____
12. Flashing Amber Beacon: YES _____ or NO: _____
13. Gas power generator: YES _____ or NO: _____
14. Describe why lift is compatible if selected NO to any items above,

15. Fully describe warranty & list extended warranties and cost (not to be included in final bid price)_____

16. Name, address and phone number of the manufacturer's service representative(s) for the state.

17. Delivery time: _____ days.

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal

Each response shall be submitted on the Bid Form as furnished, which includes bid price, acknowledgment of any addendum, Bidder's information and signature.

The response to this solicitation, and other required documents, shall be submitted in a sealed envelope clearly marked with the solicitation title and the name and address of the Bidder. If forwarded by mail or other delivery system, the above mentioned envelope shall be enclosed in another envelope with the notation "BID/PROPOSAL ENCLOSED" on the face of it and addressed to the entity and address stated in this solicitation. Bids/Proposals will be received until the date and hour stated on the cover page of this solicitation.

Bid Identification (I.D.) Number – The Bidder shall also clearly indicate the Solicitation I.D. Number of this solicitation on the outside of the sealed envelope within which the Bid is submitted to the York County Procurement Department, Room 3501, 6 South Congress Street, York, SC 29745 or mailed to York County Procurement, PO Box 180, York, SC 29745.

If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

3.2 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Bidder's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid, price and service will be factors in making a purchasing decision.

3.3 Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request.

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid document. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.4 Inquiries

Inquiries of interpretation or additional information concerning the County's requirements and/or stipulations of the item(s) to be bid can be made to:

Email: procurement@yorkcountygov.com

SECTION 4 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

Bids will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

4.2 Determination of Lowest Bidder

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

4.3 Modification of Bids

York County does not allow modification of Bids after submittal.

4.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor.

Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.5 Terms of Contract

The contract term shall be from issuance of purchase order to acceptance of delivery. Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.6 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.7 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.8 Protest

This option is available to any actual Bidder, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is

posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be

limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All bids and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

5.15 Non-Collusion Bidding Certification and Disqualification

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Bidder 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 (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

5.17 Certification Regarding Immigration Reform and Control

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

5.20 Payment and Shipping Terms

All shipments are to be F.O.B. destination, freight prepaid unless otherwise stated. South Carolina Sales Tax is applicable on goods purchased in South Carolina and on goods shipped to York County from any other State by vendors possessing a South Carolina Sales Tax number. This purchase is considered a single contract. TERMS: NET 30 DAYS

SECTION 6 BID FORM

6.1 Bid Submission

York County is not exempt from paying SC sales tax. Bidders outside of SC should provide sales tax pricing in their Bid. If a firm located outside of SC is the successful Bidder then York County will pay the sales tax directly to the State of South Carolina. Prices shall be firm for 90 days.

QUANTITY	ITEM	PRICE
1 each	50' Trailer Mounted Articulating Boom lift	
	7% SC SALES TAX	
	DELIVERY FEE	
	GRAND TOTAL	

6.2 Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

6.3 Exceptions
