

## CLARENDON COUNTY INVITATION FOR BID-USED SUV (Sports Utility Vehicle) or “EQUIVALENT”

Clarendon County is accepting bids for a used full size **SUV (Sports Utility Vehicle) or “EQUIVALENT”**

SUV must meet a minimum of the following:

- Good condition
- 2 wheel drive
- 4 door
- Automatic transmission
- Mileage not to exceed 100,000 miles

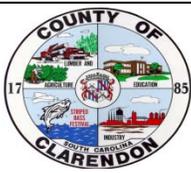
Specifications are not intended to be restrictive and brand specificity is only included to indicate minimum requirements; Clarendon County will consider equivalent, as long as minimum specifications are met. This project is funded through the South Carolina Department of Public Safety.

**OWNER'S RIGHTS:** Clarendon County reserves the right to accept or reject any, all or any part of bids received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether bids submitted meet all requirements. Clarendon County is an equal opportunity employer. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of bids or to procure for goods or services.

**BID PACKAGES:** **MUST** be requested in writing, via fax, mail or e-mail to: [procurement@clarendoncountygov.org](mailto:procurement@clarendoncountygov.org)

**Submit sealed bids to:** Tamika Malone, CPPO, CPPB, Procurement Director  
Clarendon County Procurement Department  
411 Sunset Drive, Room 603  
Manning, SC 29102

**DEADLINE TO SUBMIT:** Sealed BIDS must be received by **12:00 NOON, local time, August 29, 2014**, bids will be publicly opened and read aloud at the Clarendon County Procurement Department.



# Clarendon County Procurement

INVITATION FOR BID

Solicitation Number

**USED, FULL size SUV (Sports Utility Vehicle) or "EQUIVALENT"**

Buyer

Tamika Malone  
Procurement Director  
[procurement@clarendoncountygov.org](mailto:procurement@clarendoncountygov.org)

DESCRIPTION: **USED, FULL size SUV (Sports Utility Vehicle) or "EQUIVALENT"**

\*\*\*\*\*INSTRUCTIONS\*\*\*\*\*

**DEADLINE TO SUBMIT:** Bids must be received by **12:00 NOON, local time, August 29, 2014**

Please submit in SEALED envelope. **COMPLETE BID SUBMITTAL SHALL INCLUDE:** BID must be on company letterhead and shall include a copy of Dealer "WINDOW STICKER" and pages 2 & 7 of this solicitation. Page 2 must be *signed*.

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES: *The Term "Offer" Means Your "Bid" or "Proposal".*

<b>MAILING &amp; PHYSICAL ADDRESS:</b> CLARENDON COUNTY PROCUREMENT 411 SUNSET DRIVE, ROOM 603 MANNING, SC 29102 E-MAIL <a href="mailto:procurement@clarendoncountygov.org">procurement@clarendoncountygov.org</a>	
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted on website at <a href="http://www.clarendoncounty.sc.gov/procurement">http://www.clarendoncounty.sc.gov/procurement</a>		
You must submit a signed copy of this form, Page 1 as your Offer. You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.			
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <input type="checkbox"/> SC RESIDENT VENDOR		
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.) (I hereby certify that I have read and comply with NON-COLLUSION AFFIDAVIT on page 3)</small>	ACKNOWLEDGEMENT OF ADDENDA <input type="checkbox"/> 1 <input type="checkbox"/> 2		
TITLE <small>(Business title of person signing above)</small>	D-U-N-S NUMBER		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE	TAXPAYER IDENTIFICATION NO	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
OFFEROR'S HOME OFFICE ADDRESS <small>(Address for the offeror's principle place of business)</small> STATE OF INCORPORATION			
CITY	STATE	ZIP CODE	
PHONE	FAX	E-MAIL	
This solicitation will act as contract for this purchase. By signing below, my signature indicates I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation. <b>My Lump Sum Bid Price meets all specifications as outlined in this solicitation to provide a USED, FULL size SUV (Sports Utility Vehicle) or "EQUIVALENT"</b>			
***Please submit your BID on company letterhead and provide a copy of Dealer "WINDOW STICKER"***			
Lump Sum BID PRICE \$ _____ (BID PRICE SHOULD NOT INCLUDE TAXES OR TAGS)			
ACCEPTED BY: _____		_____	
PROCUREMENT DIRECTOR		DATE	

The purpose of this **INVITATION FOR BID** is for the purchase of a **USED, FULL size SUV (Sports Utility Vehicle) or "EQUIVALENT"**

It is the intention of the County to procure a vehicle with mileage of 100,000 true odometer miles or less. Specifications are not intended to be restrictive and brand specificity is only included to indicate minimum requirements; Clarendon County will consider equivalent, as long as minimum specifications are met. This project is funded through the South Carolina Department of Public Safety. Any contract resulting from this solicitation shall be comprised of the IFB documents, including any attachments, amendments, and the successful offeror(s) signed page 1 of this document. Clarendon County reserves the right to accept or reject any, all or any part of this solicitation, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether BIDS submitted meet all requirements.

**AMENDMENTS TO SOLICITATION:** This Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.clarendoncounty.sc.gov/procurement> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date in the space provided for this purpose on Page One (1) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page.

**BID AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Clarendon County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**CODE OF LAWS AVAILABLE:** This purchase is being funded through the South Carolina Department of Public Safety. The South Carolina Code of Laws, including the Consolidated Procurement Code, shall govern this procurement. The South Carolina Regulations are available at <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Director in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself.

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the deadline shall be rejected.

**DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

**ETHICS ACT:** By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

**HOLD HARMLESS & INSURANCE:** The successful bidder shall indemnify and hold harmless Clarendon County and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorneys fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with Clarendon County named as an additional insured; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law. Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.

**NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**NON-COLLUSION AFFIDAVIT:** I hereby certify that proposed price is genuine and is not a collusive or sham bid; neither the said bidder, not any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bid holder, firm or person to fix the price or prices in the attached bid or of any other bid holder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bid holder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Clarendon, South Carolina, or any person interested in the bid contract; and price(s) quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bid holder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in your price.

**PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order.

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Director within (10) calendar days of the date of issuance of the applicable solicitation document. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Procurement Director within the time provided.

**PUBLIC OPENING:** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

**REJECTION/CANCELLATION:** Clarendon County reserves the right to cancel this solicitation in whole or in part and may reject any or all BIDS in whole or in part.

## **RESPONSIVENESS / IMPROPER OFFERS:**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost can not be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Director.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Director determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. Clarendon County may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount

**RESTRICTIONS APPLICABLE TO OFFERORS** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

**Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. Clarendon County may terminate this contract at any time upon written notice to Contractor.

**SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**SPECIFICATIONS: USED, FULL size SUV (Sports Utility Vehicle) or “EQUAL”**

**STANDARD OPTIONS** shall include a minimum of the following:  
*Please indicate minimum specs are met by checking yes or no below.*

1.  YES  NO      GOOD CONDITION
2.  YES  NO      2 WHEEL DRIVE
3.  YES  NO      4 DOOR
4.  YES  NO      AUTOMATIC TRANSMISSION
5.  YES  NO      MILEAGE NOT TO EXCEED 100,000 MILES
6.  YES  NO      EMISSIONS MEET FEDERAL REQUIREMENTS
7.  YES  NO      AUDIO SYSTEM, AM/FM STEREO
8.  YES  NO      DEALER “WINDOW STICKER” INCLUDED
9.  YES  NO      IMMEDIATE AVAILABILITY
10.  YES  NO      WARRANTY