Greenville County is requesting sealed proposals from vendors to provide two (2) aluminum live floor transfer trailers, subject to the conditions and all provisions set forth herein and attached, and will be received at this location until 3:00 PM, EDT, February 26, 2020, and then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

All questions concerning this RFP are to be submitted in writing to Melisa Van Houten, County of Greenville Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601; faxed to (864) 467-7304, or emailed to mvanhouten@greenvillecounty.org no later than 5:00 PM, EST, February 14, 2020.

PLEASE SUBMIT ONE (1) UNBOUND ORIGINAL AND FOUR (4) COPIES.

PLEASE MARK YOUR ENVELOPE TO READ “RFP #64-02/26/20”
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NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO MAY VOID YOUR RESPONSE.
INSTRUCTIONS TO RESPONDENTS
RFP #64-02/26/20 ALUMINUM LIVE FLOOR TRANSFER TRAILERS

1. Unless otherwise required, submit one (1) unbound original and FOUR (4) bound copies of your response/proposal/bid.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS
1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, 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 of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging 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 (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal 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 or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days %.

FIRM NAME: ______________________________ ADDRESS: ______________________________

BY: ______________________________

RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING

PRINT NAME: ______________________________ EMAIL: ______________________________

TITLE: ______________________________ PHONE: ______________________________

EMAIL: ______________________________ FAX: ______________________________
ALUMINUM LIVE FLOOR TRANSFER TRAILER
RFP #64-02/26/20

SCHEDULE

February 14, 2020  All Questions must be submitted in writing to Melisa Van Houten, Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601 by 5:00 PM, E.S.T.

February 26, 2020  Proposals must be delivered to Greenville County’s Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601, no later than 3:00 PM, E.D.T.

February 26- March 4, 2020  Review of Proposals*

March 4, 2020  Tentative Date of Award*

March 4- 18, 2020  Contract Negotiations*

March 18, 2020  Issue Notice to Proceed*

* All dates after opening are tentative.
I. Introduction

The County of Greenville is seeking sealed proposals for Two (2) Aluminum Live Floor Transfer Trailers for the County of Greenville Landfill.

II. Scope of Work

The vendor shall furnish Two (2) Aluminum Live Floor Transfer Trailers with standard equipment and including the following specifications. Vendor shall provide all specification details.

DESIGN: The design of the trailers shall be in accordance with the best engineering practices. The equipment design and accessory installations shall permit convenient accessibility for maintenance and service. All components and assemblies shall be free of hazardous protrusions, edges, cracks or other elements, which might cause injury to personnel during operation or maintenance of the trailer. Body panels, bolts, rivets and other fastening devices shall be properly trimmed free of sharp edges.

CONSTRUCTION: All materials and components shall be new. The entire trailer shall be assembled and fitted with regard for the best practices applicable to such assembly and fitting. The construction shall be rugged with ample safety factors provided for operation and the kinds of conditions anticipated for MSW transfer. Workmanship shall be of the highest quality in its respective field. Welding shall not be employed to assemble the apparatus in such manner to prevent the ready removal of any component part for service or repair.

COMPONENT PROTECTION: All oil, hydraulic, air tubing, and electrical wiring shall be located in protected positions properly clipped to the frame or body structure. Protective looms, grommets, or connectors shall be furnished at each point where they pass through structural members. All components shall be properly mounted and protected against damage due to vehicle operation over rough terrain.


CAPACITY: One hundred cubic yard minimum.
BODY: Width 96 inches, length 45 feet, wall height 100 inches, heavy duty top rail on open-tops only 6” x 9” thick, wall thickness 0.165 inches.

TIRES: 11.00 x 22.5 radial, one spare tire and rim per trailer (use same specification for all wheels including spare).

WHEELS: STEEL HP 22.5 10 HOLE.

BRAKES: 16-1/2” x 7” x ¾” quick change, S-cam type with air actuation. Linings are non-asbestos. MGM 30/30 spring brakes, air valves and automatic slack adjusters. A.B.S. 2-sensor/1-modulator anti-lock system.

AXLES: Rockwell “TP” five inch diameter, ½” wall. Beam capacity 22,500 pounds. Axle track – 71.5 inches.

SUSPENSION: Four spring with cast hangers and equalizers.

SUB-FRAME: Steel ten-inch deep x twenty-two pound I-beam weldment with full depth ¼” steel frame cross members. Integrally built pusher bumper, two (2) tow hooks, and a recessed step centered at rear for driver access into trailer.

KINGPIN: Thirty-six inch pin location. 3/8” coupler plate supported by heavy duty H-beams.

LANDING GEAR: Vertical two speed with sandshoes. Minimum 50,000 pound lift capacity and 160,000 static load capacity.

FLOOR & DRIVE UNIT: Both trailers shall be equipped with Keith Running Floor 2 Drive Unit with 3 inch cylinders (Slats 822299 with sealer and wear).

FLOOR SILLS: 5-1/4” deep I-beam 6061-T6 alloy aluminum spaced on 12” center spacing. Two (2) rear 5” deep x 7/8” wall J-bar floor sills capped with ¼” 5083-H321 alloy plate to add strength at the rear of the floor.

LONGITUDINALS: Five inches deep by 3/8” wall 6061-T6-alloy aluminum Z-rails to extend from landing gear to rear. Suspension steel sub ram and floor drive unit to be bolted in place using this structural member.

FRONT WALL: .190 5454-H34 bulkhead sheet to be reinforced by top noseband, two channel reinforcements and a lower band with angle for the inside shedder plate rest. Reinforce bottom radius corners with a ½” thick band that will tie the nose panel to the lower rails. Inside shedder plate at 45-degree angle to help clean out nose.

BOTTOM RAILS: One piece 6061-T6 alloy extruded aluminum ¾” minimum thickness with extruded aluminum back-up bar shaped to fit into the bottom rail design at the upper coupler attachment and the power unit mount area.
TOP RAILS: One piece 6061-T6 alloy extruded aluminum 9” deep x ⅛” outside wall and 5/8” top and 3/8” inside wall.

SIDE SHEET: .165 5454-H34 aluminum minimum. .250 side sheets extending the last 15 feet for additional strength to extend life.

SIDE WALL UPRIGHTS: 6061-T6 alloy extruded aluminum 3-1/2” deep x 10” wide with (3) strengthening ribs designed into the inside face. Or equivalent design that will offer resistance to outward side wall bow.

REAR POCKET: Extruded 6061-T6 alloy aluminum with ¼” thick side wall, ½” thick rear wall with extended leg at rear. Should inter lock with the side wall sheet, that member should extend down to tie in the two heavy duty J-member floor sills and should be reinforced by ½” wall tie-in plates.

TAILGATE: .165 5454-H34 alloy aluminum plate reinforced by extruded 6061-T6 alloy frame reinforcement. Perimeter frame reinforcement members should encapsulate the tailgate sheet to assure a proper tailgate fit to the rear of the body. Tailgate must include upper closed corner gussets and extruded 10” deep horizontal braces. There must be a minimum of seven (7) heavy duty aluminum hinges located curbside. Manual cam operated hook and latch assembly. The hook and latch assembly should be recessed in the driver’s side rear pocket upright. Each hook and latch should have two (2) grease fittings. Safety chain and winder to assure gate remains secured when latched. Rear lights must be mounted in tailgate to keep waste clear of lights when discharging waste material.

LIGHTS: Sealed wiring system. Lights should have one year warranty minimum. Side marker lights should be in protective cage. Rear lights should be recessed in tailgate bottom horizontal brace. Two mid-turn signals per side.

AIR LINES: Color coded, properly secured and separated.

FINISH: All steel parts should be sandblasted, primed and painted black. Plastic tape should be used between dissimilar metals to prevent galvanic corrosion.

CONSPICUITY: Must meet FMVSS requirements.

MANUALS: Two (2) operators’ manuals, two (2) parts manuals and two (2) maintenance manuals. Manuals are to be complete for coverage of all systems (including those aftermarket items installed by vendors other than the bidder).

DELIVERY: Delivery will be made to the Greenville County Solid Waste Division, 11075 Augusta Road, Honea Path, South Carolina 29654. Price quoted shall include transportation charges, prepaid. Machine will be delivered within 60 days of order. A minimum of two (2) days’ notice will be provided to the successful bidder prior to acceptance of the machine at the Enoree Landfill.
**WARRANTY:** Trailer will carry a six (6) month manufacturer’s warranty on parts and service. The warranty start date will be based on the units’ in-service date. The successful bidder will do all the administrative work to accomplish activation of the warranty following notification by the department.

**SERVICE CALLS:** The bidder shall satisfy the purchasing official that he maintains a store or branch within one hundred and fifty (150) miles of the working location of the unit, staffed with qualified mechanics, and with provisions for storing a representative supply of parts for the machine offered.

### III. Pre-Proposal Meeting

There are no meetings scheduled for this project.

### IV. Pricing

Responders shall list all associated costs and fees for services to perform the proposed scope of work. The County of Greenville County will not consider per-diem payments. All expenses shall be inclusive with associated costs, fees to be included in the total price. Submit on a separate sheet any exceptions taken, special condition and other factors that may affect the evaluation of this proposal.

### V. Bonding

No bonding is required for this project.

### VI. Submission Procedures and Requirements

A. All submissions must be received by **3:00 PM, EDT, February 26, 2020**, and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100; Greenville, South Carolina 29601. If the submission is late, the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and FOUR (4) copies of their response to the address listed. To ensure acceptance of the response, the solicitation (RFI/RFQ/IFB/Proposal) number should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone or email will not be accepted or considered.
C. License and Permits – The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

VII. Statement of Qualifications

Vendors shall provide a Statement of Qualifications that includes the following:

A. Overview of company background.
B. Staffing or organizational chart showing staff that will be used for this project.
C. Corporate/individual qualifications and experiences, including certifications.
D. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

VIII. Inquiries and Addenda

A. Questions – All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Melisa Van Houten, Procurement Services Division, to the address listed below, no later than 5:00 PM, EST, February 26, 2020. Please refer all questions in writing about this request for proposals and project to:

County of Greenville
Melisa Van Houten
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7206
Fax: (864) 467-7304
E-mail: mvanhouten@greenvillecounty.org

All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

A. Addenda – This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an RFP document. No addenda will be issued later than THREE (3) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Vendors shall acknowledge receipt of all addenda with their Bid.
IX. General Information

A. Proprietary Information – The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than THREE (3) days before such time the response is to be submitted.

C. Withdrawal of Proposal – An official representative of a Responder may withdraw a Responder’s response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement – If the County awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville’s endorsement of the successful Responder’s services.

X. Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #64-02/26/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
   $1,000,000 Each Accident
   $1,000,000 Disease, Per Employee
   $1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage’s will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.
XI. Evaluation Criteria

All bids submitted and accepted in accordance with this RFP will be evaluated on the score sheet (Page 22) based on the following criteria, which are in no particular order:

- Responsiveness to this RFP
- Previous experience on projects of similar scope and size.
- Cost
- References
- Recommendations
- Warranties
- Door construction (latches, chains, hinges and interface with trailer)
- Top rail (supports, construction)
- Lights (mounting and wire protection)

XII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it 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 upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.

XIII. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The
Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

XIV. Sample Contract

A Sample Contract is included for review.
INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Response Opening and Award:** Responses shall be publicly opened and only the names of the offerors disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. Award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County’s best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Responses, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighted in response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

3. **Responders Qualification:** Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder’s ability to provide the products or services requested herein.

4. **Responders Responsibility:** Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.

5. **References:** The County requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. **Waiver:** The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection:** Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. **Response Signature and Solicitation Alterations:** The responder shall sign his response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.

9. **Questions:** Questions shall be submitted by email to the assigned buyer listed in the solicitation or in writing to Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 by the date listed on the schedule.

10. **Bid Bond:** If required per solicitation, bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier’s or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

11. **Return of Bid Bond:** If required per solicitation and after bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.

12. **Performance and Payment Bond:** If required per solicitation, the successful bidder, within fifteen (15) working days after acceptance of the bidder’s offer by the County, shall furnish a satisfactory performance and payment bonds in the amount of the total bid price. The performance and payment bonds must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bonds in said period of fifteen (15) working days after acceptance of the bidder’s offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The successful bidder shall have as surety a corporate surety authorized to act as
surety in South Carolina. The Performance and Payment Bonds will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder’s failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bonds will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** If bonding is required per the solicitation, the bonding company must have an agent available to meet with County officials to clarify and explain the County’s responsibility in maintaining the integrity of the bond.

14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.

15. **Number of Response Copies:** Please submit One Unbound Original and FOUR (4) Bound Copies of your response.

16. **Response Changes:** Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.

17. **Response Price:** The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

19. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-308(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the County.

20. **Deduction and Holdbacks:** In addition to the County’s right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor’s failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County’s employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other
proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County’s intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

   a. For use of County’s forces – actual cost involved.
   b. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. **Evaluation Criteria:**

   The responses will be evaluated on the following criteria utilizing the score sheet included in this solicitation. Greenville County reserves the right to interview responders to this solicitation at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

   - Responsiveness to this RFP
   - Previous experience on projects of similar scope and size.
   - Cost
   - References
   - Recommendations
   - Warranties
   - Door construction (latches, chains, hinges, and interface trailer)
   - Landing gear (Support bracing)
   - Top rail (supports, and construction)
   - Lights (mounting and wire protection)

22. **Quality:** Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new and in first class condition unless otherwise indicated herein.

23. **MBE/WBE Participation – Affirmative Action:**

   a) MBE/WBE – Vendors submitting responses are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

   b) The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.
24. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor’s performance bond, if any, and/or by suit against vendor.

25. **Termination for Cause:** Any awarded contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

26. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

27. **Non-Appropriation:** Any contract entered into by the County resulting from this solicitation 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.

28. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this proposal and the selected firm’s response are to be incorporated, in total, into the contract.

29. **S.C. Law Clause:** Upon award of contract under this response, 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 bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

30. **Illegal Immigration Reform Act Compliance:** By submitting an offer, Contractor certifies that it 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 upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

31. **Assignment Clause:** Successful responder will be required to give the County ninety (90) days’ notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

32. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

33. **Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

34. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

35. **Contractor License Requirement:** The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

36. **Conflict of Interest Statement:** The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or
subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. **Insurance:**
The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #64-02/26/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies.

**Comprehensive General Liability:**
1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000  Each Accident
$1,000,000  Disease, Per Employee
$1,000,000  Disease, Policy Limit

Waiver of Subrogation
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

38. **Contracts:** The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor’s contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

39. **Contractor Liability:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney’s fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

40. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without proper written approval from the County.

41. **Non-Collusion:** The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.
42. **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

43. **Publicity Releases:** Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County’s name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

44. **Public Record:** The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

45. **Precedence:** In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

46. **Compliance With Prison Rape Elimination Act (PREA):** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor’s failure to comply with the Act.

47. **Americans with Disabilities Act** - All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice’s regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to (ADA.gov).
48. **Asbestos Management Plan:** Contractor, contractor’s employees or any subcontractors will not introduce asbestos containing materials into any County of Greenville facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in County of Greenville facilities.

Failure by Contractor, Contractor’s employees or any subcontractor to comply with the County of Greenville Asbestos Plan and/or any governing agency’s regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. It is the responsibility of the contractor to:

A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor’s employees and subcontractors notification of ACM
B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)
C. Provide proper licenses, permits, and certifications
D. Comply with all federal, state and local regulations
E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary
F. Provide a Safety Data Sheet (SDS) for all products installed in County Facilities.
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**Maximum Points 50**

Total Score ________

Notes:
This TRANSFER TRAILER PURCHASE AGREEMENT is made and entered into on this ______ day of __________________, 2020, by and between the COUNTY OF GREENVILLE, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S. C. 29601 ("County"), and ___________________ having its principal place of business located at ___________________________________ ("Seller").

WHEREAS, the County, via a Request for Proposal ("RFP") #64-02/26/20 requested the submission of proposals from vendors to provide two (2) aluminum live floor transfer trailers, and

WHEREAS, the County, upon receipt and review of the proposals submitted has determined that the County's interests will be best served through a purchase arrangement relating to the transfer trailers and

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **Description of Trailers.** The County agrees to purchase and Seller agrees to sell two (2) aluminum live floor transfer trailers.

   The County has the right to waive any informalities, irregularities and technicalities in procedure.

   The specifications for the transfer trailers are more particularly set forth in Greenville County RFP #64-02/26/20 and in Seller’s Response, dated ________________, to Greenville County RFP #64-02/26/20. All applicable serial numbers will be provided to County prior to delivery.

2. **Delivery.** The trailers shall be delivered F.O.B. to the Greenville County Solid Waste Division, 11075 Augusta Road, Honea Path, South Carolina 29654.

3. **Payment.** The County agrees to pay Seller a total sum not to exceed ___________________________ ($XXXXX.XX) dollars.

4. **Non-Appropriation.** It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent
fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

5. **Warranties.** The warranties provided by Seller to the County are more fully set forth in Greenville County RFP #64-02/26/20 and in Seller’s response, dated ________________, to Greenville County RFP #64-02/26/20.

6. **Insurance.** The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

   A. **THE COUNTY OF GREENVILLE SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance, except Worker’s Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the Certificate of Insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the Tigerville Fire Department. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

   B. Certificates for all such policies of insurance shall be provided by the contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

   C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#64-02/26/20.

   D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled.

   E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the Tigerville Fire Department, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

7. **Indemnification.** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses and attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
8. **Patents and Royalties.** Seller agrees to defend, indemnify and hold the County harmless from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, for or on account of any copyrighted, patented or non-patented invention, process, or article of manufacture or used in the performance of this Agreement, including its use by the County. Should Seller use any design, device or material covered by letters, patent or copyright, it is mutually understood and agreed, without exception, that the price of the fire truck shall include all royalties or costs arising from the use, in any way, of such design, device or material.

9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

10. **Contract Documents.** This Agreement, along with the provisions contained in Greenville County RFP #64-02/26/20 and Seller’s Response, dated ______________, to Greenville County RFP #64-02/26/20 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

   A. Any amendment dated after the date of this Agreement signed and executed by the parties;
   B. This Agreement;
   C. Seller’s Response, dated ______________, to Greenville County RFP #64-02/26/20, and
   D. Greenville County RFP #64-02/26/20.

11. **Severability.** Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

12. **Applicable Law and Venue.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
The County and Seller further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

13. **Illegal Immigration Reform Act Compliance.** By submitting an offer, Contractor certifies that it 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 upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

CONTRACTOR

By: __________________________

Its: __________________________

____________________________

COUNTY OF GREENVILLE

By: Herman G. Kirven, Jr., Chairman
    Greenville County Council

By: Joseph M. Kernell
    County Administrator

ATTEST:

____________________________
Regina McCaskill
Clerk to Council