



Barrett J. Tolbert
Contracts and Procurement Director

PROCUREMENT DEPARTMENT

Phone: 843.958.4750
Fax: 843.958.4758
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive – Suite B250
North Charleston, SC 29405-7464

Date: August 18, 2010

**IMPORTANT: SHOW BID NO. ON
RETURN ENVELOPE**

**INVITATION FOR BIDS ON
THE PURCHASE OF FIVE (5) POLICE
EQUIPPED MOTORCYCLES, AS
SPECIFIED HEREIN**

Bid Number: IFB NO. 4457-11J

**To Be Closed: Thursday, September 2, 2010 at 3:00
p.m.**

SEALED BIDS, SUBJECT TO THE CONDITIONS MADE A PART HEREOF, WILL BE RECEIVED AT THIS OFFICE UNTIL **3:00 P.M.** ON THE DATE STATED ABOVE, AND THEN PUBLICLY OPENED FOR FURNISHING THE SUPPLIES, MATERIALS, AND/OR SERVICES AS DESCRIBED HEREIN. BIDS RECEIVED LATE WILL NOT BE OPENED.

WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m. Thursday, August 26, 2010.**

GENERAL TERMS AND CONDITIONS

1. Sealed bids, subject to the Instructions and General Conditions of this bid listed below and any special conditions set forth herein, will be received at the Procurement Department, Lonnie Hamilton, III Public Services Building, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405, **until 3:00 p.m. (as shown on the official clock in the Procurement Department)** on the bid opening date for furnishing the Charleston County material and/or list of materials, supplies, equipment, or services shown on the attached Bid Form. Bids shall include all charges for delivery to the location designated in the IFB package.

2. Bidders must a) use the Bid Form(s) provided herein when submitting bids; b) return the meets, exceeds and exceptions portion of this IFB, as well as the Bid Form(s); and c) give unit price, applicable itemized sales tax, extended totals, and sign the bid. Bids need to be sealed and identify on the face of the envelope your bid by number, articles, and date of closing. Failure to follow instructions may cause rejection of bid. Faxed bids will not be accepted.
3. For the purpose of this solicitation, the "Work" is defined as the sale, delivery and associated services, (if applicable), of the requested equipment.
4. Identify the items you will furnish by brand, manufacturer's name, and model number(s). Also furnish specifications and descriptive literature and/or brochures on item(s) bid. By submitting this required information, vendor warrants that the product will perform in accordance with its noted performance specifications, as well as with the performance criteria and representation indicated in any documentation which describes said product.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of quality and not restrictive to those mentioned.
6. State and Local Taxes: Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDOR"). When and if County receives an executed SCDOR form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding (See attached) such withholding shall cease.

If applicable, successful Bidder shall calculate that portion of the price which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the successful Bidder. If successful Bidder is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes County with a valid South Carolina Sales Tax Account Number.

The successful Bidder shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of successful Bidder's failure to pay any tax of any type due in connection with this Contract. The County is exempt from paying Federal Excise Tax.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

7. The delivery date(s) shall be stated in definite terms, as delivery is one of the factors considered when making the award. Unless otherwise stated, the County desires the earliest reasonable delivery.

8. The County reserves the right to cancel all, or any part of, orders if delivery is not made as represented on the bid. In case of delay, the successful Bidder must notify the Contracts and Procurement Director as soon as the delay is discovered.
9. In case of default by the successful Bidder, the County will procure the articles from other sources and hold the successful Bidder responsible for any excess cost(s) occasioned thereby as stated in paragraph 23, Actual Damages, herein.
10. Failure to deliver by the date promised or failure to comply with the specifications may disqualify successful Bidder from future bidding.
11. Prices must be stated in units of quantity specified and must be firm.
12. Goods must be fit for the ordinary purposes of such goods and be of fair average quality as included in the implied warranty of merchantability. The County may also exclude limitations of warranties and liabilities under Section 402a of the Restatement of Torts, Second.
13. Bids which are incomplete, conditional, or obscure or which contain erasures, alterations or irregularities of any kind may be rejected.
14. Integration; Amendments; Modifications. The Purchase Order issued to the successful Bidder, along with this IFB, will represent the entire and integrated Contract (the "Contract") between the County and the successful Bidder and will supersede all prior representations or contracts either written or oral. The Purchase Order and this IFB may be amended or modified only by a written instrument signed by each Party.
15. Indemnification: Except for expenses or liabilities arising from the negligence or intentional acts of the County, the successful Bidder hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the successful Bidder in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the successful Bidder expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the successful Bidder and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the successful Bidder, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the successful Bidder (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, successful Bidder shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the successful Bidder will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the successful Bidder in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the successful Bidder (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the successful Bidder shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the successful Bidder's obligations under this section. The terms and conditions contained in this section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the successful Bidder's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

16. The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit, Charleston County, South Carolina.
17. Prices must include all freight/delivery charges to the location designated in the bid package, and risk of loss shall be borne by the successful Bidder until final payment of goods by County.
18. Method of Award and Notification. Bids will be analyzed and the award made to the lowest, responsive and responsible Bidder(s) whose bid conforms to the specifications and/or whose bid is considered to be the best value in the opinion of the County. The County reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bids received on the basis of individual items or groups of items or the entire list of items.

The signed bid shall be considered an offer on part of the Bidder; such offer shall be deemed accepted upon the issuance by the County of a Purchase Order.

19. The bid submission shall be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

No agent, employee or representative of the County has any authority to bind the County to any affirmation or representation unless specifically included in the aforesaid Purchase Order and IFB.

20. Order of Precedence and Partial Invalidity. To the extent that they are inconsistent or contradictory, express terms of aforesaid IFB, Purchase Orders, and attachments take precedence

over general conditions. To the extent that any provision herein is held invalid, then that provision shall be deemed to be deleted and the remaining provisions shall remain in full force and effect.

21. The successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).
22. The successful Bidder shall not discriminate against any individuals based upon age, sex, race, or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.
23. Actual Damages. The successful Bidder expressly agrees that if the Work, or any part thereof, are not performed or completed in a timely or professional manner in accordance with the Contract or any amendment thereto, the successful Bidder and its sureties shall be liable to the County for actual damages which relate to the successful Bidder failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and successful Bidder or awarded by the Court, the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the successful Bidder the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the successful Bidder and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.
24. Uncontrollable Circumstances. Any delay in or failure of performance by the successful Bidder or County shall not constitute default hereunder as and to the extent such delay or failure is caused by an occurrence beyond the control of the successful Bidder or County, including without limitation: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; fires; floods; explosions; accidents; riots; strikes or other concerted acts or workers or disputes with workers; or any occurrence, whether or not of the same class or kind as those specifically above-mentioned, which is not within the control of the successful Bidder or the County, and which, by the exercise of reasonable diligence, the successful Bidder or the County is unable to prevent.
25. Suspension. The Contracts and Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Services.

The Contracts and Procurement Director may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Services.

When the Contracts and Procurement Director orders any suspension of the Services under the subparagraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

26. Termination. The Contracts and Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the successful Bidder shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The successful Bidder will not be compensated for any other costs in connection with a termination for convenience. The successful Bidder will not be entitled to recover any damages in connection with a termination for convenience.

If the successful Bidder refuses or fails to perform the services or any separable part thereof in a timely or workmanlike manner in accordance with the Purchase Order, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Purchase Order deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that successful Bidder obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, County shall have the right to terminate forthwith this Contract by written notice to the successful Bidder. In the event of such default, the advance notice period for termination is waived and the successful Bidder shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the successful Bidder's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from successful Bidder's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

The Contracts and Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the successful Bidder shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The successful Bidder will not be compensated for any other costs in connection with a termination for non-appropriation. The successful Bidder will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

27. All inquiries concerning this IFB, whether procurement or technical matters, shall be made through the Charleston County Procurement Department. The Bidder shall not contact other employees of Charleston County concerning this Invitation for Bids without prior authorization from the Procurement Department. Failure to follow this procedure may be grounds for rejection of bid.
28. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at www.charlestoncounty.org for any additional information, revisions, or addenda that may be posted.
29. Compliance with Legal Requirements: All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be

binding upon the Contractor throughout the pendency of this Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

INSTRUCTIONS TO BIDDERS

- A. All Bidders are instructed to use the IFB package for all responses to specifications.
- B. Recognizing that any subsection (i.e., 1.A, 1.B, 1.C, etc.) can apply to any of the factors, please check the appropriate factor:

Meets	Exceeds	Exception
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- C. If a Bidder "Exceeds" or takes "Exception", then the Bidder is to fully explain the deviation from the Specification requested. (If not enough space, then use a separate sheet of paper and list specification number and page number.
- D. All specifications are specific determining criteria. The County feels it is necessary to obtain products that will provide serviceability, repairability, and operational longevity.
- E. If any specification seems ambiguous, it is the vendor's responsibility to seek clarification and/or definition from the Procurement Office. Acceptance of product(s) at delivery will be based upon the County's interpretation of the requested bid specifications.
- F. Invoice must state vehicle/equipment, empty capacity weight, and capacity weight.
- G. FAILURE TO FOLLOW ALL INSTRUCTIONS INCLUDED IN THE IFB PACKAGE MAY RESULT IN REJECTION OF BID.
- H. Complete paperwork included at time of delivery must be made out to the following address and dated the date of delivery.

Required Paperwork:

1. MSO
 2. Form 400
 3. Affidavit and Notification of Sale
 4. Invoice
 5. Warranty Paperwork
 6. Line setting Ticket or Window Sticker (as applicable)
 7. Three (3) sets of keys
- I. The selected vendor will arrange delivery and/or installation with Charleston County Fleet Department, Attn: ML Garrett (843) 202-7902, 4371 Headquarters Road, North Charleston, South Carolina 29405, three (3) calendar days prior to delivery of unit(s)/service(s).
 - J. **LOCAL VENDOR PREFERENCE OPTION**
 - A. A Local Vendor Preference Option is available to local vendors. Assuming a local vendor does not provide the lowest price/fee on a particular bid, the local vendor preference option allows the lowest local vendor the opportunity to match the low bid if the local vendor's bid is within 5% or \$10,000 of the non-local lowest responsive bid.
 1. Any vendor claiming the local preference option must meet qualifications stated in Paragraph B below.

2. The Local Vendor Preference Option will be allowed only for bids in which the lowest responsive bid amount exceeds \$10,000.
 3. In the event the procurement is to be made pursuant to state or federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.
- B. A local vendor claiming local preference status must meet the following qualifications for the local preference status:
1. Has a principal place of business located within the limits of Charleston County. (A post office box or temporary construction or office trailer shall not be considered a place of business).
 2. Has a valid business license issued at least twelve (12) months prior to the particular bid closing in which preference is being asked. The business license may be for any municipality within Charleston County or business license for Charleston County.
 3. Has been engaged in business in Charleston County for at least twelve (12) months.
 4. Has proof of payment of all applicable Charleston County taxes and fees.
- C. Local vendors must state in their bid submittal that they are requesting consideration for Local Vendor Preference.
- K. Questions or clarifications concerning this solicitation should ***only*** be directed to:

Anita Jenkins, Buyer
County of Charleston Procurement Department
4045 Bridge View Drive – Suite B250
North Charleston, SC 29405
Tel: 843-958-4763
Fax: 843-958-4758
Email address: ajenkins@charlestoncounty.org

If the Buyer named above is unavailable, please contact:

Barrett J. Tolbert, Contracts and Procurement Director
Tel: 843-958-4750
Fax: 843-958-4758

**Specifications For
2011 (New Latest Model) POLICE Equipped Motorcycle,
Harley Davidson FLHPI Road King or Equal**

Color: Houston Two Tone Black & Brilliant Silver (No Pin Stripe)

A. Engine

Piston displacement of not less than 1690cc OHV Twin Cam 103® Vibration Isolated V-Twin, air-cooled with two cylinders equipped with overhead valves producing minimal vibration frequencies and magnitudes.

Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

1. Power train deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
2. Compression ratios: 9:6:1
3. Electronic Sequential Port Fuel Injection Systems (ESPFI)
4. Chain Drive Twin Cams
5. Hydraulic Lifters requiring no maintenance service adjustments.

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

B. Clutch / Transmission

1. Clutch shall be of the latest multiple nine (9) plate design, wet.
2. Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
3. Clutch disengage for starter motor operation
4. Primary Drive, double-row chain, 34/46 ratio.
5. Greaseless shifter shafts with “anti-vibration” rubber spacers.

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

C. Brakes

Disc brakes for both front and rear wheels with **Anti-Lock Braking system**

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

D. Suspension

1. Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.
2. 41.3 mm telescopic front forks. Rear air-adjustable shocks.
3. Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

E. Wheels / Tires

1. Black Slotted Disc Cast Aluminum wheels, rim material to be impermeable to compressed air.
2. Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement. Bead-retention tires designed to remain on wheel during sudden loss of pressure.
3. Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

F. Fuel Tank

Fuel tank to have a capacity of six (6) U.S. gallons (or 22.71 liters).
Must provide a minimum of 1 gal (3.8 L) reserve fuel capacity when main supply is exhausted.

1. Electric fuel pump.

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

1. Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
2. Ignition. Non-waste spark, alpha control.
3. Charging System. Three-phase, 50-amp high output alternator, solid state regulator.

4. Connectors. Industrial grade throughout, provided with electrical accessory connection.
5. Hand Controls. Water-resistant, integrated switches.
6. Starting System. 12-volt starter, solenoid operated engagement, relay required.
7. Horns. Sound level audible above motorcycle and traffic-generated noise.

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

1. Quartz Halogen Headlight, 55 watt low beam and 60 watt high beam.
2. Tail light.
3. Turn Signals, self-canceling system.
4. Flashers, four-way, integrated into turn signal switches.
5. License plate lighting, two blue indicator lamps.

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

I. Visual Displays

1. Speedometer. Analog speedometer, range 0-120mph (or kph equivalent), (2) re-settable trip meters.
2. Odometer. Calibrated, cumulative.
3. Tachometer. Analog.
4. Fuel level gauge.
5. Emergency Light Activation Indicator.
6. Sight glass on brake master cylinders.
7. Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
8. Turn Signal Indicators
9. Neutral Indicator
10. High beam Indicator
11. Low Oil pressure Indicator
12. Engine diagnostic light
13. ABS indicator lamp (if equipped with optional ABS)
14. Security Lamp (if equipped with optional security system)

Meets _____ Exceeds _____ Exceptions _____

Comments: _____

BID FORM

Page One

Please bid as specified. Prices must be F.O.B Destination, Freight Included.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Police Equipped Motorcycles	5	\$	\$

Make:

Year/Model:

Sales/Use Tax 7.5% (All Bidders must include applicable tax on the line item provided, whether you collect SC sales tax or not. Failure to do so may subject bid to rejection.)

TAX \$300.00 \$ 1,500.00

TOTAL \$

Indicate any discount for prompt payment (\$/%)

-\$ ()

Terms for prompt payment (if applicable) _____

**** Note: Provide four (4) copies of descriptive literature with your bid submission.**

Options:

Provide a cost for the following option(s). Cost should include installation if required. Failure to provide a cost figure or explanation may be cause to deem the bid non-responsive. It is at the County's discretion whether to accept any, all or none of the options.

Description	Part Number	Price
Whelen TIR3 Light Bracket (4 per Motorcycle)	RBKTHD3	\$ _____
Light Visors		
Front Turn Signals (1 per Motorcycle)	69791-07	\$ _____
Headlamp (1 per Motorcycle)	69793-07	\$ _____
Front Driving Lights (2 per Motorcycle)	69795-07	\$ _____
Rear Brake Light (1 per Motorcycle)	68006-83T	\$ _____
Rear Turn Signals (2 per Motorcycle)	69792-07	\$ _____
Kerker Exhaust Pipes	128-78020	\$ _____
with Chrome Tail cap	108-7257	\$ _____
Heated Handgrips	56512-08A	\$ _____
Emergency Headlight with Dual Strobe	90050-02	\$ _____
Screaming Eagle Pro Air Cleaner/Breather Kit (58mm Throttle Body)	29515-08	\$ _____
Screaming Eagle Pro High Flow 58mm Throttle Body	27713-08	\$ _____
Screaming Eagle Fuel Injector Kit (58mm Throttle Body)	27796-08	\$ _____
Screaming Eagle Intake Manifold for 58mm Throttle Body	29667-07	\$ _____
255 Cams	25638-07	\$ _____
Screaming Eagle Download for 58mm Throttle Body & 255 Cams		\$ _____

BID FORM
Page Two

Additional Orders:

Bidder agrees to hold prices firm for six (6) months after receipt of initial Purchase Order and agrees to fill additional orders, as specified, on an as needed basis to the County at the current bid price stated on this Bid Form. ☐ No ☐ Yes

Delivery/Installation:

Vendor will arrange delivery with the Charleston County Fleet Department, ML Garrett (843) 202-7902, 4371 Headquarters Road, North Charleston, South Carolina 29405, at least three (3) calendar days prior to actual delivery. Delivery will be _____ calendar days after receipt of order.

Warranty:

Length of standard warranty: _____ months / _____ miles
(Provide terms of standard warranty.)

Location of the nearest service facility to Charleston County Fleet Department, 4371 Headquarters Road, North Charleston, South Carolina. _____

(*Vendor must make arrangements for a service facility to be located within 150 miles of this address.)

BID FORM
Page Three**METHOD OF AWARD AND NOTIFICATION:**

Bids will be analyzed and the award made to the lowest and best responsive Bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to award the bid on an item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon the issuance by the County of a Purchase Order or other contractual document. This bid will be evaluated by consideration of the following factors:

1. Conformity to specifications
2. Cost of Equipment
3. Delivery Time

Bid Acceptance Period:

Bidder agrees to hold bid open for a period of sixty (60) calendar days from the date that the bids are due.

Local Vendor Preference Option:

My company meets the requirements and wishes to request the local vendor preference. ☐ No ☐ Yes

Firm Name_____
Date_____
Authorized Signature_____
Name & Title (type or print)_____
Mailing Address_____
City, State Zip_____
Federal Tax I.D. Number_____
State of Incorporation_____
Telephone Number_____
Fax Number_____
Sales Contact_____
Telephone Number_____
Email Address:_____
Principal(s) of Company:

A signature certifies that the price submitted was independently arrived at without collusion.

BID FORM Page Four

Charleston County Taxes:

Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes your bid may be disqualified from consideration. If you wish to inquire as to your tax status you may contact the Charleston County Delinquent Tax Office at (843) 958-4570.

Business License:

Does your business have a valid Charleston County Business License? ☐ No ☐ Yes # _____
 You must possess a valid Charleston Business License for business undertaken in the corporate limits. Contact the Charleston Revenue Collection Department at (843) 202-6080 with any questions.

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

Charleston County Disadvantaged Business Goal:

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation.

Business Ownership Certification:

Are You A Certified Charleston County Small Business Enterprise (SBE)? ☐ No ☐ Yes

(If Yes, Give SBE Certification No. _____)

☐ White Male	____%	☐ Hispanic/Latino Male	____%	☐ American Indian/Alaskan Native Male	____%
☐ White Female	____%	☐ Hispanic/Latino Female	____%	☐ American Indian/Alaskan Native Female	____%
☐ Black Male	____%	☐ Asian Male	____%	☐ Native Hawaiian/Pacific Islander Male	____%
☐ Black Female	____%	☐ Asian Female	____%	☐ Native Hawaiian/Pacific Islander Female	____%

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both.”

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Charleston County Contract Number: 4457

Project Name: Purchase of Five (5) Police Equipped Motorcycles

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

BIDDER: _____

IFB NO. 4457-11J

Non-Collusion Oath

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2010

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

(Note: Notary seal required for Out of State Bidder)



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Charleston County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Charleston County Contract Number: 4457

Project Name: Purchase of Five (5) Police Equipped Motorcycles

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

**INSURANCE REQUIREMENTS
(Contracts Greater Than \$25,000)**

Contractors working for the County of Charleston are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

a. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The County of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Charleston, its officials, employees or volunteers. To accomplish this objective, the County of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the County of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording

should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the County of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the County of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County of Charleston.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County of Charleston.
- F. Each insured policy required by the County of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County of Charleston.
- G. All coverages for subconsultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. If the County elects to assign the attached contract to the Charleston Public Facilities Corporation, or the Charleston County Transportation Committee, as set for in the contract, then the Charleston Public Facilities Corporation or the Charleston County Transportation Committee shall be named an additional insured along with the County of Charleston and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County of Charleston, Procurement Department, before work commences. The County of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Charleston County Procurement Department
 Lonnie Hamilton, III Public Services Building
 4045 Bridge View Drive
 North Charleston, South Carolina 29405

POLICY NUMBER: COMMERCIALGENERAL LIABILITY CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE COUNTY OF CHARLESTON, CHARLESTON, SOUTH CAROLINA

(See Assignment Section in the attached Contract to determine whether Charleston Public Facilities Corporation or Charleston County Transportation Committee are applicable.)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A (Issuing Company) Company B			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93)) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.						
CERTIFICATE HOLDER				CANCELLATION		
COUNTY OF CHARLESTON ATTN: PROCUREMENT DEPARTMENT LONNIE HAMILTON, III PUBLIC SERVICES BUILDING 4045 BRIDGE VIEW DRIVE N. CHARLESTON, SC 29405				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

A. Name of Nonresident Taxpayer: _____

B. Trade Name, if applicable (Doing Business As): _____

C. Mailing Address: _____

D. Federal Identification Number: _____

E. _____ Hiring or Contracting with:

Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:

Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:

Name: _____

Address: _____

F. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):

- a. The South Carolina Secretary of State or
- b. The South Carolina Department of Revenue

Date of Registration: _____

☐ I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

☐ I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate Officer, state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on Purchase Orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: **www.sctax.org**