

 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>INVITATION FOR BID</b>	Solicitation Number Date Printed Date Issued Procurement Officer Phone E-Mail Address	<b>USC-IFB-2358-DG</b> <b>February 4, 2013</b> <b>February 4, 2013</b> <b>Dennis Gallman</b> <b>803-777-5896</b> <b>GallmanD@mailbox.sc.edu</b>
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DESCRIPTION: **Furnish and Deliver New High-Compact Front Loader for the University of South Carolina.**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: (Opening Date/Time): **2/20/2013 11:00 AM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **2/11/2013 12:00 PM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and one (1) copy marked 'Copy' (Original Shall Prevail)**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b> University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	<b>PHYSICAL ADDRESS:</b> University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208
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See "Submitting Your Offer" provision

<b>CONFERENCE TYPE: N/A</b> <b>DATE &amp; TIME:</b>  As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION: N/A</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>2/14/2013</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)
TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)          	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)          <hr/> Area Code - Number - Extension                      Facsimile  <hr/> E-mail Address
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<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)          _____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)          _____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_\_ In-State Office Address same as Notice Address    (check only one)

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

### I. Scope Of Solicitation

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to **Furnish and Deliver High-Compact Front Loader for the University of South Carolina** in accordance with all the requirements stated herein.

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

**SUBCONTRACTOR** – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

**USING GOVERNMENTAL UNIT** – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

**WORK** - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

**AMENDMENTS TO SOLICITATION (JANUARY 2006)** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION (NOV 2007):** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

**BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006)** By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

**BID ACCEPTANCE PERIOD (JANUARY 2006)** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS (JANUARY 2006)** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)**

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

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

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

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

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

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

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

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

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

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

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

#### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this

certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

**CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

**CODE OF LAWS AVAILABLE (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006):** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006)** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006)** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE (JANUARY 2006)** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

**ETHICS CERTIFICATE (May 2008):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may

rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

### **ILLEGAL IMMIGRATION CLAUSES (2008)**

Procurement Code Transactions: Non-Construction

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the 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 you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that 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 its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

Other Transactions

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.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing,

the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

**PROTESTS (JUNE 2006)** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

**PUBLIC OPENING (JANUARY 2006)** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

**QUESTIONS FROM OFFERORS (JANUARY 2006):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**REJECTION/CANCELLATION (JAN 2004)** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

**RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)**

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

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

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



**RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

**SIGNING YOUR OFFER (JANUARY 2006)** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JANUARY 2006)** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and

employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006)** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-IFB-2358-DG**

**Title: Furnish and Deliver High-Compact Front Loader for the University of South Carolina**

**Attn.: Dennis Gallman**

**QUESTIONS MAY BE E-MAILED TO:**

[GallmanD@mailbox.sc.edu](mailto:GallmanD@mailbox.sc.edu)

**FAXED TO:**

**803-777-2032**

**DESCRIPTIVE LITERATURE – LABELLING (JAN 2006):**

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006):**

Your offer must include manufacturer's latest literature showing complete product specifications

**DISCUSSIONS WITH BIDDERS (JAN 2006)** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us), (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**UNIT PRICES REQUIRED (JAN 2006):** Unit price to be shown for each item.

**OFFERING BY LOT (JAN 2006)** Offers may be submitted for one or more Lots. Failure to offer on all items within a lot will be reason for rejection.

**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

**PREFERENCES - SC/US END-PRODUCT (SEP 2009):** Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

**PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009):** To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials

**OFFERING BY LOT:** Offers must be submitted for complete lots 1 and 2. Failure to offer on all items in either lot will be reason for rejection of bid.

### III. SCOPE OF WORK / SPECIFICATIONS

**(SEE SECTION VIII, BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL OF THE SOLICITATION)**

# **BID SPECIFICATIONS**

## *FOR HIGH COMPACTION FRONT LOADING REFUSE COLLECTION TRUCK BODY*

### **INTENT:**

This specification describes a hydraulically actuated partial pack front loader with a container hoisting device capable of handling 1-10 cubic yard containers with side pockets. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulically ejecting the load from the body.

### **GENERAL TERMS:**

The manufacturer of all equipment provided under this contract shall be ISO 9001-2000 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2007.

### **GUARANTEE:**

Contractor shall state his normal warranty and extended warranty where available.

### **PARTS MANUAL:**

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

## BID SPECIFICATIONS

BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.

YES    NO

### CAPACITY

1. The body shall have a capacity, excluding the receiving hopper, of not less than:

28 yd<sup>3</sup>

  

2. The hopper shall have a capacity of twelve (12) cubic yards.

  

### B. BODY DIMENSIONS

1. Body length including 52"cab shield is

28 yd<sup>3</sup> - 352"

  

2. Overall length with arms down and forks in full tuck position is

28 yd<sup>3</sup> - 415"

  

3. Overall length with arms down and forks in horizontal position is

28 yd<sup>3</sup> - 453"

  

4. Body width, outside shall be no more than 96".

  

5. Body width, inside shall be a maximum of 88".

  

6. Body height, inside shall be a minimum of 87 ½ ".

  

7. Body height above chassis rail, arms down is 107".

  

8. Body height above chassis rail, arms up with full tuck forks is 120".

  

9. Height above frame with tailgate raised including rear underride guard is 199 ".

  

10. Hopper width (bottom), above guide tracks, must be no less than 80".

## BID SPECIFICATIONS

BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.

	<u>YES</u>	<u>NO</u>
11. Hopper width (top) <u>must be a minimum</u> of 81".	<input type="checkbox"/>	<input type="checkbox"/>
12. Hopper length at roof <u>must be a minimum</u> of 94".	<input type="checkbox"/>	<input type="checkbox"/>
13. Hopper depth <u>must be a minimum</u> of 91".	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. BODY CONSTRUCTION</b>		
1. Packer body <u>will</u> have flat hopper and body floor with curved roof and body sides and of overhead loading design. Hopper <u>will</u> be designed to properly handle containers from 1-10 cubic yard capacity.	<input type="checkbox"/>	<input type="checkbox"/>
2. Roof - <u>Minimum</u> 8 gauge high tensile steel sheet 80,000 PSI minimum yield.	<input type="checkbox"/>	<input type="checkbox"/>
3. Side Walls		
a. Lower hopper sides – <u>Minimum</u> 3/16" AR400 abrasion resistant steel plate, 184,000 PSI <u>minimum</u> yield.	<input type="checkbox"/>	<input type="checkbox"/>
b. Upper hopper sides – <u>Minimum</u> 8 gauge high tensile steel sheet, 80,000 PSI <u>minimum</u> yield.	<input type="checkbox"/>	<input type="checkbox"/>
c. Body sides – <u>Minimum</u> 8 gauge high tensile steel sheet, 80,000 PSI <u>minimum</u> yield.	<input type="checkbox"/>	<input type="checkbox"/>
4. Floor		
a. Hopper floor – <u>Minimum</u> 1/4" AR400, 184,000 PSI minimum yield.	<input type="checkbox"/>	<input type="checkbox"/>
b. Body floor – <u>Minimum</u> 1/4" AR400, 184,000 PSI minimum yield.	<input type="checkbox"/>	<input type="checkbox"/>
5. Roof and Side Reinforcements		
a. Upper longitudinal corner brace <u>shall be</u> 11 gauge 80,000 PSI minimum yield 4" x 6" deep formed channel fully welded to the roof and body side sheets.	<input type="checkbox"/>	<input type="checkbox"/>
b. Lower longitudinal corner brace <u>shall be</u> 11 gauge 80,000 PSI minimum yield 4" x 16" deep formed channel fully welded to the body side sheets.	<input type="checkbox"/>	<input type="checkbox"/>

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
c. Forward vertical body side bolster <u>shall be</u> 3/16", 80,000 PSI minimum yield 6.72" x 7" deep formed channel conforming to the curved body sides and fully welded to the body sides.	<input type="checkbox"/>	<input type="checkbox"/>
d. Rear vertical body side bolster <u>shall be</u> 3/16", 80,000 PSI minimum yield 6.7" x 5" deep formed channel conforming to the curved body sides and fully welded to the body sides.	<input type="checkbox"/>	<input type="checkbox"/>
6. Hopper Side Reinforcements		
a. The bottom side brace <u>shall be</u> 7 gauge formed 6" x 2" channel, 50,000 PSI minimum yield.	<input type="checkbox"/>	<input type="checkbox"/>
b. Lower and intermediate side bracing – <u>Minimum</u> of five (5) 11 gauge 80,000 PSI minimum yield 7-1/4" x 1-1/2" formed angles of lap construction.	<input type="checkbox"/>	<input type="checkbox"/>
7. All external welds of hopper side bracing <u>shall be</u> continuous full seam.	<input type="checkbox"/>	<input type="checkbox"/>
8. Floor Reinforcements		
a. Cross members <u>shall be</u> 7 gauge 80,000 PSI minimum yield, 6" x 3" formed channel. Members shall be spaced on approximately 21-1/2" centers in low compaction zone and 17-1/4" centers in high compaction zone. Cross members shall be full width, single piece construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Cross members <u>shall</u> interlace with body longitudinals to fully support the floor.	<input type="checkbox"/>	<input type="checkbox"/>
10. Body Longitudinals (Long Members) - <u>Shall be</u> minimum of 7 gauge 80,000 PSI minimum yield formed box section.	<input type="checkbox"/>	<input type="checkbox"/>
11. Side Access Door - The side access door <u>shall be</u> located at the front street side of the body with minimum opening of 27" x 29-1/2" (796.5 in <sup>2</sup> ). Steps and grab handles <u>shall be</u> provided for ease of entry. An electrical interlock <u>shall be</u> provided to disable the pump whenever the side door is open.	<input type="checkbox"/>	<input type="checkbox"/>



## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
12. Roof Access Ladder - A ladder shall be provided on the rear of the tailgate for access to the body roof. Steps <u>must be</u> of "non-slip" material.	<input type="checkbox"/>	<input type="checkbox"/>
13. Sliding Top Door		
a. A hydraulically actuated sliding top door <u>will be</u> provided to cover the hopper for traveling to the discharge site.	<input type="checkbox"/>	<input type="checkbox"/>
b. The top door cylinder <u>shall be</u> double acting and have a <u>minimum</u> 2-1/2" bore x 90" stroke with a 1-1/2" diameter chrome plated rod.	<input type="checkbox"/>	<input type="checkbox"/>
c. An in-cab mounted light <u>will be</u> provided to indicate when the top door is not fully open.	<input type="checkbox"/>	<input type="checkbox"/>
14. Hopper Sump - A 32 gallon hopper liquid sump with a 14" x 5.5" door each side of the hopper <u>will be</u> provided for ease of clean out.		
15. Hopper Sump Drain – A 3" sump drain valve located on the streetside and curbside <u>shall be</u> provided for the removal of liquid waste from the hopper sump	<input type="checkbox"/>	<input type="checkbox"/>
16. Front Head Closure - A 51" x 79" front head closure screen made of expanded metal <u>shall be</u> provided to prevent loose debris from entering the area in front of the packer and to prevent unauthorized entry by non-service personnel.	<input type="checkbox"/>	<input type="checkbox"/>
17. The body <u>shall be</u> equipped with a rear hinge style to allow for the manual raising of the body for serviceability. Two (2) inter-connected tubular aluminum body props will be provided to hold the empty body in a partially raised position for servicing the unit. When the props are released and the body is raised the props automatically position themselves in the support pockets. The props <u>will have</u> a 2" through shaft hinge and will be secured under the body by a positive type chain lock	<input type="checkbox"/>	<input type="checkbox"/>
18. A plastic shovel and bracket <u>shall be</u> mounted to the rear of the packing blade for the sump area cleanout.	<input type="checkbox"/>	<input type="checkbox"/>

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
19. A single 20lb fire extinguisher <u>shall be</u> provided and be readily accessible.	<input type="checkbox"/>	<input type="checkbox"/>
20. Front and Rear mud flaps <u>shall be</u> provided to give the utmost protection from road debris.	<input type="checkbox"/>	<input type="checkbox"/>
21. A safety Triangle kit <u>shall be</u> provided in the cab.	<input type="checkbox"/>	<input type="checkbox"/>

### D. PACKING MECHANISM

1. A hydraulically actuated packer traversing a <u>minimum</u> of 83-1/2", from the front head, shall clear the hopper of material with a maximum cycle time of twenty-six (26) seconds.	<input type="checkbox"/>	<input type="checkbox"/>
2. The lower packing panel face will be a <u>minimum</u> 3/16" AR400 184,000 PSI minimum yield, abrasion resistant steel plate. The upper vertical face will be a <u>minimum</u> 7 gauge, 80,000 PSI minimum yield. The packer <u>will be</u> reinforced with a combination of structural members for maximum rigidity.	<input type="checkbox"/>	<input type="checkbox"/>
3. Packing mechanism guide rails		
a. The hopper zone packer guide rails (2) in the side of the body <u>shall be</u> comprised of 3/8" 50,000 PSI minimum yield structural angle welded to 3-1/2" x 1/4" ASTM A500 Grade B structural tubing on each side of body. The structural tubing <u>shall be</u> of a continuous piece the full interior length of the hopper, 128" long.	<input type="checkbox"/>	<input type="checkbox"/>
b. Abrasion resistant wear bars, AR500 215,000 PSI minimum yield x 500 BHN, <u>shall be</u> clad to the hopper zone guide rails, each side, in the following manner:		
i. Bottom horizontal track wear bar <u>shall be</u> 1/4" thick x 3-1/2" wide and located 3-1/2" above floor at corner.	<input type="checkbox"/>	<input type="checkbox"/>
ii. Top horizontal track wear bar <u>shall be</u> 1/4" thick x 2-1/2" wide.	<input type="checkbox"/>	<input type="checkbox"/>

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
iii. Outer vertical track wear bar <u>shall be</u> 1/4" thick x 2-1/2" wide.	<input type="checkbox"/>	<input type="checkbox"/>
c. The ejection zone guide rails <u>shall be</u> 3/8" 50,000 PSI minimum yield structural angle welded to the full length 3-1/2" x 3-1/2" x 3/16" ASTM A500 Grade B structural tube. A 1/4" x 2-1/2" H.R.S. wear bar <u>shall be</u> welded to the vertical and undersides surface of the guide rail assembly. The top wear surface <u>shall be</u> clad with 1/4" x 3-1/2 H.R.S. steel.	<input type="checkbox"/>	<input type="checkbox"/>
d. The packer panel <u>shall be</u> guided on each side of the body with 3" x 6" x 1/4" ASTM A500 Grade B structural tubing clad with AR500 215,000 PSI minimum yield abrasion resistant wear bars in the following manner:		
i. Bottom horizontal packer panel wear bar <u>shall be</u> 3/8" thick x 3" wide x 41" long.	<input type="checkbox"/>	<input type="checkbox"/>
ii. Top horizontal packer panel wear bar <u>shall be</u> 1/4" thick x 3" wide x 41" long.	<input type="checkbox"/>	<input type="checkbox"/>
iii. Two (2) vertical packer panel wear bars, located below the structural tubing, <u>shall be</u> 1/4" thick x 2" wide x 18" long.	<input type="checkbox"/>	<input type="checkbox"/>
4. Bolt-on lugs		
a. The packer panel <u>shall be</u> provided with bolt-on lugs for each of the two (2) packing cylinders. The cylinders <u>shall be</u> attached to the packer panel lugs via two inch (2") diameter pins. Cylinder removal may be accomplished by either pulling the pins or by removing the entire bolt-on lugs. The lugs <u>shall be</u> attached to the packing panel with six (6) 3/4" diameter bolts for each lug assembly.	<input type="checkbox"/>	<input type="checkbox"/>
b. The body front head <u>shall be</u> provided with bolt-on lugs for packing cylinders. The lugs shall retain cylinder pins with four (4) 3/4" diameter bolts.		
5. Packer cylinders		

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
a. The packer <u>will be</u> hydraulically actuated by two (2) double acting telescopic cylinders with 5-1/2" bore	<input type="checkbox"/>	<input type="checkbox"/>
b. Packer cylinders <u>shall have</u> spherical bearings on both ends.		
c. The Packer cylinder grease zerks that are located on the rod and base end <u>shall be</u> equipped with a remote lube system that is accessible from the ground	<input type="checkbox"/>	<input type="checkbox"/>
6. Packing force – minimum cylinder compaction force <u>shall be</u> 105,000 pounds.	<input type="checkbox"/>	<input type="checkbox"/>
<b>E. BUSTILE TAILGATE</b>		
1. Tailgate <u>must be</u> one piece; top hinged and <u>shall</u> open approximately 30° above horizontal.	<input type="checkbox"/>	<input type="checkbox"/>
2. Tailgate back sheets <u>shall be</u> constructed of a minimum 10 gauge, 80,000 PSI minimum yield steel.	<input type="checkbox"/>	<input type="checkbox"/>
3. Tailgate side sheets <u>shall be</u> constructed of a minimum 11 gauge, 80,000 PSI minimum yield steel.	<input type="checkbox"/>	<input type="checkbox"/>
4. The tailgate <u>shall be</u> reinforced by a minimum 1/4" 80,000 PSI minimum yield, horizontal boxed braces.	<input type="checkbox"/>	<input type="checkbox"/>
5. The tailgate <u>will be</u> secured to the body by two (2) sets of hinges with 2" hinge pins at the roof line.		
6. The Tailgate hinge grease zerks <u>shall be</u> equipped with a remote lube system that is accessible from the ground.	<input type="checkbox"/>	<input type="checkbox"/>
7. A heavy duty rear door positive seal of rubberized gasket material <u>will be</u> installed the full length of the bottom and 68" up the sides of the tailgate to prevent leakage.	<input type="checkbox"/>	<input type="checkbox"/>
8. The tailgate <u>shall be</u> secured in the closed position by means of a fully automatic latching mechanism actuated by a separate control in the cab.	<input type="checkbox"/>	<input type="checkbox"/>

# BID SPECIFICATIONS

BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.

YES      NO

## 9. Hydraulic tailgate

a. The tailgate shall be raised and lowered hydraulically actuated by two (2) double acting cylinders with a minimum bore of 3" x 28-1/4" stroke with 1-1/2" diameter hardened chrome plated rod. Cylinder design shall include an orifice fitting in the base port which will prevent the rapid descent of the tailgate in the event of a hydraulic failure.

    

b. The tailgate shall be locked by two (2) lock cylinders with a minimum bore of 3" x 3-5/8" stroke with 1-1/2" diameter hardened chrome plated rod. Lock and tailgate raise cylinders shall be actuated by separate controls in the cab.

    

10. All lights will be recessed into the tailgate with the lens flush with the outer skin. Clearance, backup and directional lights shall be a Lexan lens, shock mounted in a protective housing. The whole unit will be "pop-out" and replaceable. All vehicles will meet FMVSS #108 and state lighting and reflector requirements.

    

11. An in-cab light and audible alarm will be provided to indicate that the tailgate is not fully closed. A mechanical flag device must be included to indicate that the tailgate is locked.

    

## F. LIFT ARMS

1. The lift arms will be 3" x 8" box reinforced type construction rated and capable of lifting 8,000 pound gross container and payload.

    

2. Lift arms shall be capable of lifting loaded containers from a truck dock with 10' maximum pocket height.

    

3. Lift arm cycle time will be approximately 18-20 seconds.

    

4. Pick-up, dump, and disengagement will be done without the need for assistance and without the driver leaving the cab.

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
5. The lift arms, during the dump cycle <u>must not</u> obstruct or interfere with the opening of the truck cab doors on either side.	<input type="checkbox"/>	<input type="checkbox"/>
6. The two (2) 3" x 8" rigidly constructed lift arms <u>will be</u> held tight to the torque tube using 4" thick ASTM A-487, 60,000 PSI yield cast steel clamping devices, and secured using two (2) 7/8" Grade 8 bolts and lock nuts on each side.	<input type="checkbox"/>	<input type="checkbox"/>
7. The arm torque tube <u>will be</u> mounted in four (4) split bearing blocks with four (4) replaceable split bronze bushings with grease provisions. The split bearing blocks <u>will be</u> rigidly welded to the lower front of the body.	<input type="checkbox"/>	<input type="checkbox"/>
8. Lift arm hydraulics		
a. The lift arms <u>will be</u> hydraulically actuated by two (2) double acting cylinders 4-1/2" bore x 41-1/2" stroke with a 2-1/2" diameter induction hardened and chrome plated rod.	<input type="checkbox"/>	<input type="checkbox"/>
b. The cylinders <u>will be</u> located outside the body at the body floor level and directly attached to the lift arms.	<input type="checkbox"/>	<input type="checkbox"/>
9. Container Forks		
a. Two (2) 1-1/2" x 51" grip high tensile, 50,000 PSI minimum yield forks <u>shall be</u> welded to a 4-1/2' O.D. x 3/8" wall C-1018 Seamless tubing fork cross shaft assembly. This assembly <u>shall</u> include rubber bumpers to reduce impact and prevent damage to containers.	<input type="checkbox"/>	<input type="checkbox"/>
b. Fork cross shaft assembly <u>shall be</u> attached to the arms with two (2) split bearing blocks with replaceable split bronze bushings fitted with grease provisions.	<input type="checkbox"/>	<input type="checkbox"/>
10. Fork Hydraulics - The forks <u>will be</u> hydraulically actuated by two (2) double acting cylinders, 4" bore x 25" stroke with a 2" diameter induction hardened and chrome plated rod.	<input type="checkbox"/>	<input type="checkbox"/>
11. Forks <u>shall be</u> designed to provide the necessary dump angle to assure complete discharge of materials from the refuse containers.	<input type="checkbox"/>	<input type="checkbox"/>

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
12. Lift arms <u>shall be</u> brought to a smooth stop in the raised and lowered position by use of cushioned hydraulic arm cylinders.	<input type="checkbox"/>	<input type="checkbox"/>
13. Heavy duty bolt-on hard rubber arms stops located at the side of the body <u>will</u> cushion and prevent over travel of the lift arms.	<input type="checkbox"/>	<input type="checkbox"/>
14. Maximum height with the lift arms raised in the full up and forks fully tucked position <u>will be</u> 13'6" (based on a chassis rail height of 42").	<input type="checkbox"/>	<input type="checkbox"/>
15. An in-cab mounted warning light <u>will be</u> provided to indicate when any part of the arms are raised above the body.	<input type="checkbox"/>	<input type="checkbox"/>
 G. HYDRAULICS		
1. The maximum operating pressure of the system <u>will be</u> 2500 PSI.	<input type="checkbox"/>	<input type="checkbox"/>
2. The hydraulic pump <u>shall be</u> a front engine, crank driven, Denison single vane pump with electronic over-speed control. The packer panel operation <u>shall be</u> limited to a flow 52 GPM @ 1500 RPM in neutral or foot on brake. Pump <u>shall</u> comply with specification 219-2303 or equal.	<input type="checkbox"/>	<input type="checkbox"/>
3. Pump-to-body hard plumbing shall be provided and <u>shall be</u> securely supported and clamped to prevent vibration, abrasion, and excessive noise. Flex hoses <u>shall be</u> provided at each end of the hard plumbing to provide adequate flexure to prevent hydraulic leaks.	<input type="checkbox"/>	<input type="checkbox"/>
4. Hydraulic Hoses		
a. All hydraulic hoses <u>shall</u> conform to S.A.E standards for designed pressure. Bends <u>shall not</u> be more than recommended by S.A.E. standards. Flat Spots in hoses will not be acceptable.	<input type="checkbox"/>	<input type="checkbox"/>
b. All pressure hoses <u>shall be</u> protected with fabric guard.	<input type="checkbox"/>	<input type="checkbox"/>
5. Hydraulic Oil Reservoir		

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

YES      NO

- |                                                                                                                                                                                                                                     |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| a. The hydraulic oil reservoir <u>shall</u> have a gross capacity of 47 gallons filled with 41 gallons of hydraulic fluid.                                                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The tank <u>shall</u> be complete with a screened fill pipe and cap, filter breather, clean out cover, shut off valve, oil level sight, and temperature gauge.                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The hydraulic system <u>shall</u> be protected by a three (3) micron, in tank, return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line.                                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The return line filter <u>shall</u> also include an in-cab filter bypass monitor which shall alert the operator or service personnel when the filter is need of replacement.                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| e. A hydraulic pump shut down system <u>shall</u> also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the bypass mode.                                                                | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The main control valve <u>will be</u> a six (6) section stack valve with relief to prevent overload damage. Valve capacity will be a <u>minimum</u> 50 GPM @ 2500 PSI and designed to properly operate all hydraulic components. | <input type="checkbox"/> | <input type="checkbox"/> |

### H. CONTROLS

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Arm, fork, packer, top door, tailgate raise, and tailgate lock controls <u>shall be</u> provided. Arm and fork movement <u>shall be</u> accomplished by an air over hydraulic, self-centering joystick that returns to the neutral position when released. An arm rest <u>shall be</u> provided for operator comfort. Packer, top door, tailgate raise, and tailgate lock controls <u>shall be</u> air toggle type. All controls shall be located inside the cab within easy access to the driver. A separate in-cab control <u>shall be</u> provided for tailgate lock function. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. All controls <u>shall be</u> properly labeled and indicate the direction of travel (i.e., arms up, arms down, etc.) with warning lights to indicate "Tailgate Open", "Top Door Closed", "Arms Above Transit Position", "Low Oil", "Arm and Fork Overheight" .                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |

### I. ELECTRICAL



## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	<u>YES</u>	<u>NO</u>
1. A PLC (Programmable Logic Controller) electronic controls center <u>shall be</u> provided to monitor system functions and operate the auto pack function. The PLC <u>shall be</u> installed inside the truck cab and <u>shall</u> possess self diagnosing error codes which identify the trouble source. Both audio and LED outputs <u>must be</u> made available to aid in locating trouble source.	<input type="checkbox"/>	<input type="checkbox"/>
2. All electrical wiring connectors <u>are</u> to be automotive double-seal, with wiring in split convoluted loom. All wiring connections <u>are</u> to be soldered with rubber molded covering or crimp type connectors with shrink wrap. Unprotected wiring in any application is <u>unacceptable</u> .	<input type="checkbox"/>	<input type="checkbox"/>
3. All switches not manually operated <u>shall be</u> proximity in type. Mechanical switches are not acceptable.	<input type="checkbox"/>	<input type="checkbox"/>
4. Clearance, back up, and directional lights <u>shall be</u> Lexan lens, shock mounted in a protective housing. The whole unit shall be pop out and replaceable.	<input type="checkbox"/>	<input type="checkbox"/>
5. All lights <u>shall be</u> LED and provided in accordance with FMVSS#108, plus mid body turn signals on each side of the body and a center brake light on the rear.	<input type="checkbox"/>	<input type="checkbox"/>
6. A 360 degree strobe light <u>shall be</u> provided on the lower mid section of the tailgate.	<input type="checkbox"/>	<input type="checkbox"/>
7. A hopper light illuminating the hopper area <u>shall be</u> provided and controlled by an on/off switch in the cab.	<input type="checkbox"/>	<input type="checkbox"/>
<b>J. REAR UNDERRIDE GUARD</b>		
1. The body <u>shall be</u> equipped with a rear under-ride guard as standard equipment, to meet Federal Motor Carrier Safety Regulation, 49CFR393.86, TTMA RP No.41-02, and SAE J682, Oct 84.	<input type="checkbox"/>	<input type="checkbox"/>
<b>K. PAINTING</b>		
1. First Step – Smoothing - All weld slag, splatter or roughness <u>shall be</u> removed with the appropriate hand tools. No sand, shot or glass air blasting <u>shall be</u> permitted to eliminate	<input type="checkbox"/>	<input type="checkbox"/>

## BID SPECIFICATIONS

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.**

	YES	NO
contamination and possible damage to bearings or pin surfaces and possible distortion of higher gauge sheet materials used on the body.	<input type="checkbox"/>	<input type="checkbox"/>
2. Second Step – Purgation - A heated pressure wash shall drench the entire body with a silicated alkaline phosphate based pre-cleaner to clean all metal surfaces. This solution shall soak through and break down the oil film and other contaminants found on steel. The solution shall be non-corrosive to metals and shall be environmentally friendly.	<input type="checkbox"/>	<input type="checkbox"/>
3. Third Step – Pre-Treatment – An organically accelerated phosphoric acid based pretreatment will be applied to all metal surfaces. This step provides a chemical conversion coating which changes the chemical and physical nature of the surface by providing a surface that the next application (prime) will adhere to.	<input type="checkbox"/>	<input type="checkbox"/>
4. Fourth Step – Sealing - The entire body shall be coated with an application of the patented Dry-In-Place Seal from Henkel Surface Technologies. This process shall dramatically improve the surface finish’s resistance to rusting that occurs from general wear and tear, and shall provide improvements to paint adhesion and other related corrosion that occurs over the life of the products. This shall help retain the “as new” appearance of the factory paint surface.	<input type="checkbox"/>	<input type="checkbox"/>
5. Fifth Step - Primer Coat Paint - The seal coat shall be painted using DuPont Corlar - a high performance, low VOC/HAPS epoxy polyamide primer-sealer. Corlar is a two-component gray primer-sealer that is lead and chromate free. This shall be applied in an amount necessary to achieve a dry film thickness of 1.2 mil.	<input type="checkbox"/>	<input type="checkbox"/>
6. Sixth Step - Finish Top Coat Paint - A high luster finish coat shall be applied using DuPont Imron 5000 – a high-performance, low VOC (<3.5 lbs/gal RTS) two-component polyurethane enamel. An ample amount shall be applied to achieve a dry film thickness of 2 mil and shall result in a finish of 3.2 mil minimum film thickness.	<input type="checkbox"/>	<input type="checkbox"/>

## BID SPECIFICATIONS

BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING FOR EACH BIDS SPECIFICATION.

	<u>YES</u>	<u>NO</u>
L. Body Undercoating		
1. Body Undercoating <u>shall be</u> provided and cover all surfaces under the body.	<input type="checkbox"/>	<input type="checkbox"/>
M. Warranty		
1. A one year complete body warranty covering parts and labor <u>shall</u> take effect on the body contract date.	<input type="checkbox"/>	<input type="checkbox"/>
N. Required Options	<input type="checkbox"/>	<input type="checkbox"/>
1. Factory Mounting	<input type="checkbox"/>	<input type="checkbox"/>
2. Dennison Front Mount PTO	<input type="checkbox"/>	<input type="checkbox"/>
3. Peterson Smart Lights / Full LED Body Lights	<input type="checkbox"/>	<input type="checkbox"/>
4. Hopper Worklight	<input type="checkbox"/>	<input type="checkbox"/>
5. Side Assist Lights	<input type="checkbox"/>	<input type="checkbox"/>
6. Strobe Light @ Lower Tailgate	<input type="checkbox"/>	<input type="checkbox"/>
7. Rear Vision Camera and 7" Color Monitor	<input type="checkbox"/>	<input type="checkbox"/>
8. 12 Month Body Warranty	<input type="checkbox"/>	<input type="checkbox"/>
9. 5 Year Cylinder Warranty	<input type="checkbox"/>	<input type="checkbox"/>
10. Fork Stop Kit	<input type="checkbox"/>	<input type="checkbox"/>
11. 3" Body Drain Valve	<input type="checkbox"/>	<input type="checkbox"/>
12. Caution Decal @ Lower Tailgate	<input type="checkbox"/>	<input type="checkbox"/>
13. Vulcan Fork Scales / Model R-516	<input type="checkbox"/>	<input type="checkbox"/>
c/w V-600 Meter / H 56 Cross Tube		

# Additional Specifications

## CAB (S thru Z) cont...

Driver's And Rider's Seat  
Steering Wheel, Two Spoke Urethane Grip Painted Spokes & Bulldog  
Horn Cap  
Turn Signal Switch, Manual Cancelling Turn Signals  
Windshield Protector, Furnish

## FRAME EQUIPMENT/FUEL TANKS

Bumper - Front, Swept Back Steel Channel Type Extended 63"/1600  
mm BBC With Center Tow Pin (92.62" X 11.25")  
Crossmembers, Steel 1/2" PI Bolted Boc & Intermdt 1/8" Below Top  
Of Rail,  
Crossmember (Behind Rear Axle), W/O Optional Crossmembers  
Behind Rear Axle/Bogie  
For Refuse Service 13 Inch  
Skid Plate Under Bumper And Radiator  
Towing Device - Front, Tow Pin  
Towing Device - Rear, W/O Rear Towing Device  
Fuel Tank - RH, 70 Gallon (265 L) Steel, 26"x24" Rectangular  
6.6 Gallon (25 L) 22" Diameter Tank Right Side Mtd  
Fuel Draw/Return System, Aeroquip Fire Resistant Hose  
For RH Fuel Tank, Includes Sump  
Relocate Fuel Tank, Locate RH Tank As Far Forward As Possible, 5"  
Below Top Of Rail

## FRONT AXLE/EQUIPMENT/TIRES

Front Axles, 20000# (9072kg) Mack FXL20 Wide Pivot Center  
Tires Brand/Type - Front, Bridgestone - Tubeless Radial Ply, (2)  
425/65R22.5 20 L M844F (All Position) (Chassis Width Exceeds 96")  
Wheels - Front, Steel Disc (10-HOLE)  
(2) 22.5x12.25 Accuride 10-HOLE Hub Piloted (11 1/4"/286mm Bc)  
Wheels - Polished (Front), W/O Front Disc Wheel Bright Finish  
Brakes - Front, Meritor "S" Cam Type 16.5" X 6" Q+  
Brake Drums - Front, Cast Outboard Mounted  
Hubs - Front, Ferrous  
Slack Adjusters - Front, Haldex - Automatic  
Springs - Front, Mack Multileaf 20000# (9072kg) Ground Load Rating  
Static Load Cushions  
Steering, XD120 Sheppard Steering Gear (Ratio 23:1)

## REAR AXLE/EQUIPMENT/TIRES/RATIOS

Rear Axle/Suspension, 46000# (20866kg) Mack S462 Cast Ductile  
Iron Housing, SS462 Mack Multileaf (Camelback) 46000#  
4S/4M System Rear Wheel End Sensors  
Tires Brand/Type - Rear, Bridgestone - Tubeless Radial Ply, (8)  
11R22.5 14 G M726EL (Traction)  
Carrier/Ratio - Rear Axle, CRDP150/151, 5.66 Ratio  
Wheels - Rear, Steel Disc (10 Hole)  
(8) 22.5x8.25 (210 mm) Accuride 10-HOLE Hub Piloted (Two Hand  
Hole) - Heavy Duty  
Brakes - Rear, Meritor Cam 16.5"x8" Q+ Includes Bronze Cam  
Bushing  
Brake Diaphragms, W/O Brake Diaphragm Option  
Brake Drums - Rear, Cast Outboard Mounted  
Hubs - Rear, Ferrous  
Power Divider Lockout With Warning Light And Buzzer (Includes In

## REAR AXLE/EQUIPMENT/TIRES/RATIOS cont...

Cab Manual Air Valve)  
Raised Rear Brake Chambers (Rear Rear Axle Only)  
Shock Insulators, Heavy Duty Urethane  
Slack Adjusters - Rear, Haldex - Automatic  
Springs, ANTI-SWAY  
Spring Brake Chambers, Type 30/30 Rear  
Synthetic Lubricant - Rear Axle, 75W - 90 (Synthetic Lubricant) -  
Synthetic  
Transverse Torque Rod (Rear Axle Only)

## NON-DRIVE AXLES

Pusher Axle, 20000# WATSON-CHALIN Steerable SL-2089 Tru  
Track Series Automatic Lift In Reverse With Manual Reset Factory  
Installed By Nvoc. Mounting Will Vary To Meet Customers  
Requirements Includes Hub And Drum Assemblies. Does Not  
Include Tires, Wheels Or Rims.

## AIR/BRAKE

Air Dryer, Meritor/Wabco Heated Air Dryer, 1800 With Coalescing Oil  
Filter  
ANTI-LOCK Brake System, Meritor Wabco Abs  
Air Control Valves - Vendor, Meritor Wabco Valves Where Possible  
Drain Valves, Automatic Drain Valve, Heated, On Supply Tank, With  
Lanyards On All Other Tanks  
Increased Air Capacity, For Local Installation Of An Air Lift Axle  
Provide Max Clearance In Front Of Rear Axle

## ELECTRICAL

BACK-UP Alarm, Pollak 41-722 Constant Audible (Mounted On Rear  
Cross Member) 107 Db  
Flaming River Big Switch Wired On Positive Side  
Computer And 2-WAY Radio Dedicated Circuit  
Electric Circuit Protection Package, 12 Volt With Circuit Breakers  
(Headlamp Circuit: Sae Type I; All Other Circuits Sae Type Ii)  
Negative Ground System  
Waterproof Electrical Connections Sprayed With Protective Coating  
Control Link Ii Refuse Bodybuilder Electrical Connection System  
Console Included With Control Link Ii  
Headlights, (2) Single Round Halogen Lamps  
Rear Lighting, Furnish Standard TAIL-LIGHTS  
Signal Flasher Type, Transistorized Turn Signal, Acd Triton  
Provision For Local Installation Of Strobe Lights

## PAINT

Paint - Cab Exterior, Single Color, Mack White (High Gloss)  
Paint - Cab Interior, Same Color As Cab Exterior Color  
Paint - Chassis Running Gear, Mack Black (Urethane)  
Paint - Bumper, Same As Chassis Running Gear  
Paint - Fuel Tank, Same As Chassis Running Gear

## PAINT PROCESS CODES

Same Color As Chassis Running Gear (5ZB-A1X)  
Chassis Running Gear - Std Color (Mack Black) (6AB-Z1X)  
Same Color As Chassis Running Gear (7HB-A1X)  
W/O Custom Paint For Hub&drum/Spokes (5YB-Z1X)  
W/O Custom Painted Front/Rear Rim/Wheel (6BB-Z1X)

## PTO/SPECIALTY/ADDITIONAL EQUIPMENT

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

QUALITY – NEW (JAN 2006): All items must be new.

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.**

##### MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business?  Yes  NO

Is the bidder a Minority Business certified by another governmental entity?  Yes  NO

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

#### V. Qualifications

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

## **VI. Award Criteria**

AWARD CRITERIA – BIDS (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

Award will be made to one Offeror. (JANUARY 2006):.

UNIT PRICE GOVERNS (JANUARY 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. Terms and Conditions - A. General**

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of

receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NON-INDEMNIFICATION (JAN 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**NOTICE (JAN 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT & INTEREST (MAY 2011):** (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to

Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SETOFF (JAN 2006):** The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS (JAN 2006):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES (JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JAN 2006):** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.



WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions - B. Special**

**HIPAA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

**PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT -** The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

**COMPLIANCE WITH LAWS (JAN 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**DEFAULT (JAN 2006):**

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for

such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**PRICING DATA – AUDIT – INSPECTION (JAN 2006)** [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830

**SHIPPING / RISK OF LOSS (JAN 2006):** F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**TERMINATION FOR CONVENIENCE (JAN 2006):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the

extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights. (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**THE UNIVERSITY WILL AWARD EITHER LOT 1 OR LOT 2 TO ONE OFFEROR. THE UNIVERSITY WILL EVALUATE LOT 1 AND 2 OF THE BIDDING SCHEDULE TO DETERMINE THE LOWEST PRICE RESPONSIVE AND RESPONSIBLE BIDDER TO THE SOLICITATION. AWARD WILL BE MADE BASED ON WHICH LOT IS IN THE BEST INTREST OF THE UNIVERSITY.**

**LOT 1**

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	1	each	<b>Provide/Deliver High-Compact Front Loader for the University of South Carolina (Diesel Fuel)</b>  Resident Vendor Preference _____ SC End Product Preference _____ US End Product Preference _____	\$ _____	\$ _____

Brand \_\_\_\_\_ Model \_\_\_\_\_

**LOT 2**

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	1	each	<b>Provide/Deliver High-Compact Front Loader for the University of South Carolina (Compact Natural Gas)</b>  Resident Vendor Preference _____ SC End Product Preference _____ US End Product Preference _____	\$ _____	\$ _____

Brand \_\_\_\_\_ Model \_\_\_\_\_

**Note:** The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)]

**IX. ATTACHMENTS TO SOLICITATION**

1. **IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
2. **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
3. **OFFEROR’S CHECKLIST**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 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. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at [www.sctax.org](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



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:

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. Hiring or Contracting with: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_
- Receiving Rentals or Royalties From: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_
- Beneficiary of Trusts and Estates: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with  
**(check the appropriate box):**  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. 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.

8. 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.

**OFFEROR'S CHECKLIST**  
*AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.