

REQUEST FOR PROPOSALS



WHITFIELD COUNTY, GEORGIA

RFP# PW16-SPCP

SELF PROPELLED COLD PLANER

Date: 11/15/16

Time: 2:00pm

BRIAN MCBRAYER
STAFF ACCOUNTANT

The Whitfield County Board of Commissioners will receive sealed bids

until

2:00pm on November 15, 2016

REQUEST FOR PROPOSALS

RFP Number PW16-SPCP

RFP For Procurement of Self-Propelled Cold Planer

On behalf of WHITFIELD COUNTY, GEORGIA (the “County”), the WHITFIELD COUNTY BOARD OF COMMISSIONERS (the “Board”) seeks formal, sealed proposals for the procurement of the Equipment specified herein (the “Procurement”), all in accordance with the terms of this Request.

SECTION 1. Procurement Authority and Method

1.1 Authority. Pursuant to its statutory authority, the Board is authorized, on behalf of the County, to procure the Equipment requested herein.

1.2 Procurement Method and Rules.

1.2.1 The Procurement shall be conducted by Formal Sealed Proposals.

1.2.2 Statutory Requirements. Under O.C.G.A. §§ 32-4-63(a)(3) & (b) & 32-4-64, the Procurement need not follow any statutory procurement method because it is for “equipment necessary for the county’s construction and maintenance of public roads and for the support and maintenance of the county’s forces used in such work.”

1.2.3 County Ordinances and Policies. Under the County’s Purchasing Policy and Manual, dated January 14, 2014 (the “Policy”), the County normally procures goods the cost of which is estimated to be \$15,000 or greater by formal advertising and sealed bids, and any award must be made only by the Board. However, for this Procurement, the Board has elected to use the formal sealed proposals method, as set forth in the Policy § H.

SECTION 2. Request for Proposals Requirements for Procurement of Equipment

2.1 Procurement of Equipment.

2.1.1 General Information and Requirements of Equipment. This Procurement is for: one (1) Self-Propelled Cold Planer (the “Equipment”) for use by the Whitfield County Public Works Department (the “Department”).

2.1.2 Specifications. Specifications are set forth in the Proposal Form attached to this Request.

2.2 Qualified Vendors. Proposers must be a manufacturer or distributor of the Equipment.

2.3 Proposal Requirements.

2.3.1 Proposals must be submitted in a sealed, opaque envelope labeled with the Proposer's name and the RFP Number. Documents making up the Proposal may be submitted either (i) in hardcopy, with two (2) sets of copies or (ii) in electronic format on a thumb drive, which the County will provide upon request by the Proposer.

2.3.2 Proposals shall include the Proposal Form, along with all other documents required by this Request. The Proposal Form must be completed in its entirety, and responses must be typed in at least twelve (12) point font.

2.3.3 Proposals shall also include detailed information concerning the Equipment. Such information should provide clear documentation that the Equipment complies with the Specifications.

2.3.4 Bid Bonds or Personal Guaranty. Not applicable.

2.3.5 Addendum, Amendment, or Modification of Requirements. The County reserves the right to amend or modify, or add to, any requirement or specification in accordance with the Policy. In such event, all Proposals must include a copy or acknowledgement of the addendum, amendment, or modification.

2.4 Receipt, Opening, and Review of Proposals.

2.4.1 Method of Submission of Proposals. Proposals shall be submitted by personal delivery, U.S. Postal Service, or any private carrier of packages to 301 W. Crawford St., Dalton, GA 30720. Proposers must submit one (1) original and two (2) copies of their Proposal.

2.4.2 Deadline for Submission of Proposals. Proposals must be submitted and received by the County on or before: 2:00pm November 15, 2016.

2.4.3 Opening of Proposals. Proposals will be opened on: 2:00pm November 15, 2016.

2.4.4 Review of Proposals. Proposals will be reviewed and evaluated on or before thirty (30) days after the date set for opening, unless otherwise permitted by law.

2.5 Delivery Requirements. The successful Proposer shall be responsible for shipping and shall bear the risk of loss until the Equipment is delivered to: 170 Gillespie Dr., Dalton, GA

30721.

- 2.6 Persons to Contact for Clarification of Specifications. All requests for clarification should be in writing or email to: dhunt@whitfieldcountyga.com. No verbal response is binding on the County. If the County issues an official response, it will do so by written correspondence or email, or by issuing an addendum, amendment, or modification to the Request.
- 2.7 Contract Conditions and Terms. Unless the County determines otherwise, in its sole and absolute discretion, the successful Proposer shall enter into a written contract that sets forth the applicable requirements, including those requirements contained herein. The successful Proposer's failure to enter into or execute such written contract will be deemed a default of this Request and will result in a claim on the bid bond or personal guaranty, if any.
- 2.8 Payment Terms. Payment of the purchase price shall be as follows: 30 days of receipt of invoice.

SECTION 3. Evaluation Factors; Award and Rejection

- 3.1 Evaluation Factors. In selecting the successful bidder, the County intends to select a qualified vendor whose Proposal is determined to be the most advantageous to the County, taking into consideration the following evaluation factors which are listed in their order of relative importance:
 - 3.1.1 Satisfaction of Specifications and Quality of Equipment (50%)
 - 3.1.2 Price of Proposal (20%)
 - 3.1.3 Qualified Vendor Reputation, References, and Prior Placement of Similar Equipment (20%)
 - 3.1.4 Warranty and Service (10%)
- 3.2 Evaluation and Award. The Department will review and evaluate the Proposals in light of the evaluation factors and will provide its recommendation to the Board. Subject to the County's right of rejection, the Board will make the final determination of the successful Proposal.
- 3.3 Rejection. In its sole and absolute discretion, the County reserves the right to reject all Proposals, and to reject any Proposal that does not comply in any manner or respect with this Request, the Policy, or any applicable law or ordinance.
- 3.4 Waiver of Errors. In its sole and absolute discretion, the County reserves the right to waive any irregularities of any Proposal, but the County has no obligation to do so.

- 3.5** Georgia Products Preference. To the extent applicable, the County will comply with O.C.G.A. § 36-84-1, which grants preference to supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, manufactured or produced in this State. Proposers are responsible for notifying the County, in their Proposals, if this provision applies.

SECTION 4. Additional Terms and Conditions

- 4.1** Binding Offer of Proposer. By submitting a Proposal, a Proposer agrees that its Proposal is a legally binding, irrevocable offer that may be accepted in the County's sole and absolute discretion.
- 4.2** Compliance with the Policy. Unless an exception is explicitly granted by the Board in writing, the County intends for the Procurement to comply with the Policy.
- 4.3** Advertisement. If applicable, the County Finance Department will advertise the opportunity of this Request in accordance with the Policy.
- 4.4** Negotiation and Opportunity for Revision. For the purpose of obtaining Proposers' final and best offer, the County reserves the right, after the submission deadline, to permit discussion, negotiation, and revision of proposals.
- 4.5** No Collusion or Undisclosed Agency. By submitting a Proposal, a Proposer certifies that (i) the Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud; (ii) the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or insincere Proposal, or induced any person or entity to refrain from submitting a Proposal; and (iii) the Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person or entity.
- 4.6** Protests. Any protest shall comply with the Policy and applicable Georgia law. Nothing herein shall be deemed to grant a Proposer any additional rights to protest beyond those already provided by Georgia law, if any.
- 4.7** No Liability of Board. The Board shall not be responsible or liable for any expenditure or agreement for expenditure arising from a purchase made in its name, or in the name of any governmental body under its authority, incurred by an unauthorized person or by any person otherwise authorized who acts in violation of Georgia law or the Policy.
- 4.8** Additional Contract Provisions and Terms. If the County elects to enter into a contract or purchase order with the successful Proposer, such contract or purchase order will contain, in addition to the other provisions set forth herein, the following provisions:
- 4.8.1** Purchase Price. The purchase price will be the sole amount payable by the

County and will be inclusive of all taxes, fees, and other costs.

4.8.2 Indemnity. The Proposer shall indemnify, defend, and hold harmless the County from and against (a) any personal injury or death or property damage arising out of or related to any failure of the Equipment to conform to the requirements set forth in this Request, including but not limited to any Specification, (b) any loss, damage, or expense, including attorney fees, incurred or suffered by the County arising out of or related to (i) a violation of any federal, state, or local law, rule, ordinance, or similar pronouncement in connection with the Equipment provided by the successful Proposer, or (ii) any claim that the Equipment or its use by the County infringes upon the intellectual property rights or patents of others.

4.8.3 Compliance with Laws. The successful Proposer shall ensure that its performance under any contract or purchase order, and the Equipment itself, complies in all respects with all federal, state, and local laws, rules, ordinances, or similar pronouncements.

4.9 Open Records Act.

4.9.1 By submitting a Proposal, Proposers acknowledge that the County is a governmental entity subject to the Georgia law governing public records. Proposers further acknowledge that any material or documents provided to the County may be "public record" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should Proposers provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Georgia law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. Proposers shall submit both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. Proposers shall be solely responsible for taking all steps necessary to ensure such documents are exempted from disclosure by law, including but not limited to submitting any necessary affidavits.

4.9.2 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County in reliance on the representations of the Proposer, will provide such person the redacted version of the affected material. If the

person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in a writing that must be received by the County no later than 4:00 P.M., Eastern Time, of the second business day of the County following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall hold harmless, indemnify, and defend the County for all expenses, costs, attorney fees, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document.

4.10 Governing Law. This Request and any contract or purchase order that may result herefrom will be governed under the laws of the State of Georgia without regard to rules governing conflicts of laws.

SECTION 5. Approval

This Request is not officially issued unless it is signed by the following:

Board of Commissioners

BY

TITLE

Public Works Department

BY

TITLE

Finance Department

BY

TITLE