

# COUNTY OF OCONEE

## Procurement Office

415 South Pine Street, Walhalla, SC 29691

Phone 864-638-4141 Fax 864-638-4142

Robyn M. Courtright, CPPO, Procurement Director

Tronda C. Spearman, CPPB, Asst. Procurement Director

### **INVITATION FOR COMPETITIVE SEALED BIDS**

BID NUMBER: # 15-15 DATE: March 24, 2016  
OPENING DATE AND TIME: Tuesday, April 26, 2016 @ 2:00 pm  
OPENING LOCATION: Oconee County Administrative Building,  
Procurement Office, Room 100  
415 S. Pine Street, Walhalla, SC 29691  
MAILING ADDRESS: Oconee County Procurement Office  
415 S Pine Street, Room 100  
Walhalla, SC 29691  
PROCUREMENT FOR: Aviation Fuel for Oconee County Regional Airport

**Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.**

**BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.**

**CONSTRUCTION CONTRACTS MUST ALSO INDICATE CONTRACTOR'S LICENSE NUMBER ON THE ENVELOPE.**

DIRECT ALL INQUIRES TO: Tronda C. Spearman, Assistant Procurement Director  
Phone: (864) 638-4141  
Fax: (864) 638-4142  
Email: [tspearman@oconeesc.com](mailto:tspearman@oconeesc.com)

**NOTICE TO BIDDERS:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

**Questions should be submitted via email to the contact person for this bid. Deadline for questions is Thursday, April 7, 2016 @ 2:00 pm.**

**If you do not have access to email, questions may be faxed using the form on page 21.**

*If downloading this solicitation from our website; it is the responsibility of the bidder to call our office at (864) 638-4141 to be registered as a potential bidder to receive any subsequent addenda.*

*Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.*

**"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Oconee County's Vendor Registration, you must also return the Certificate of Familiarity form completed in its entirety.**

**Note: Please show the solicitation number on the outside of the envelope.**

Please check statement(s) applicable to your "No Bid" response --

- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Phone # Fax #

## INSTRUCTIONS AND CONDITIONS

1. GENERAL:
  - a. Only one copy of your bid is required, unless otherwise stated.
  - b. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be accepted. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
  - c. When specifications or descriptive papers are submitted with the bid invitation, be sure all documents are clearly labeled with the Bidder's name.
  - d. Submit your **signed** bid on the forms provided in this bid package. Failure to do so may be cause for rejection. Show bid number on envelope as instructed. Oconee County assumes no responsibility for unmarked or improperly marked envelopes.
  - e. All Competitive Sealed Bids must be enclosed in a **SEALED** envelope before submitting to Procurement Office.
  - f. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
  - g. By submission of a bid, the bidder is guaranteeing that all goods and services meet the requirements of the solicitation during the contract period. Unless otherwise stated it is understood and agreed that all items shall be new and in first class condition.
  - h. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after specified time for opening.
2. COST OF BIDS: Under no circumstances will the County be liable for any costs associated with any response to solicitations. The bidder shall bear all costs associated with the preparation of all bid materials submitted.
3. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
4. DELIVERY: Oconee County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, provided that such day is not a legal holiday. The purchase order number must be indicated on all delivery tickets. Other specific delivery instructions may be noted in the bid specifications.
5. SHIPPING: All deliveries shall be shipped F.O.B. point of Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
6. PAYMENT TERMS: Following are the payment terms, unless otherwise stated in the Minimum Specifications:

- A. Construction Contracts - Payment application for construction contracts are to be submitted on an AIA Application for Payment form. Application for payment shall reflect work completed through the last calendar day of the month. Retainage for construction contracts will be as follows: 10% of completed, 10% of materials stored on site. Partial payments will be made as follows: Provided an application for payment is received by the Architect, or project manager, no later than the 5th day of the month, the County shall make payment to the Contractor not later than the 25th day of the same month. If an application for payment is received by the Architect after the 5th day of the month, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the application for payment. If an application for payment is returned to the Contractor by the Architect due to errors or omissions, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the corrected application for payment.
  - B. Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of bid solicitation. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director.
  - C. Electronic Payments - Oconee County may choose to utilize checks, Procurement Cards (credit card issued by Visa), E-payables or other types of electronic payment methods approved by the Oconee County Administrative Services department. The successful bidder agrees to accept electronic payment by Oconee County at no extra charge, should the County decide to use this method of payment.
7. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of bid. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
8. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
9. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable the County to compare the item specified; and, such item shall be given due consideration. The County reserves the right to insist upon, and receive items as specified if the submitted items do not meet the County's standards for acceptance.
10. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this bid invitation. All bid prices shall remain effective for a minimum of 60 days, unless otherwise stated.

11. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any bidder regarding the Bid Documents or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the bid document. All inquiries must be received by the last day for questions stated in the solicitation document. Any changes to the specifications shall be in the form of a written Addendum to the Bid Documents. The Addendum will be posted on the Procurement web site at [www.oconeesc.com/procurement](http://www.oconeesc.com/procurement). The Addendum will also be emailed to all Bidders who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.
12. **BID OPENING:** The Procurement Director or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the following information is read aloud:
- A. **Sealed Bids:** Bidders name, brand name, model number, unit price, and lot price or lump sum, as may be applicable.
  - B. **Best Value Bids:** Only the names of the bidders who responded to the bid will be provided.
  - C. **Request for Proposals:** Only the names of the bidders who responded to the bid will be provided.
- Questions and other information regarding the contents of specific bids shall not be released until after the evaluation is complete and the award has been made. Only then shall the entire file be available for public review.
- Disclosure of Bid Information: Only the information disclosed by the County Procurement Director or his/her designee at bid opening is considered to be public information under the South Carolina Freedom of Information Act, Chapter 4, Title 30 of the South Carolina Code of Laws, 1976, as amended, until after the award is made.
13. **TIE BIDS:** If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:
- A. If there is an in-county business (active business or warehousing facility located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.
  - B. If there is an in-state business (active business or warehousing facility located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.
  - C. Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Procurement Director witnessed by all interested parties.
14. **BIDDERS QUALIFICATION:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
15. **CORRECTION OR WITHDRAWAL OF BID; CANCELLATION OF AWARD:** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.

16. **REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF TECHNICALITIES AND IRREGULARITIES:** The County shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.
17. **AWARD:** A Notice of Award will be publicly posted in the County Administrative Building lobby, and will also be posted on the Oconee County web site at [www.oconeesc.com/procurement](http://www.oconeesc.com/procurement). The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any bid as deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in this solicitation. When so stated in the bid solicitation, the award can be made to one or a multiple vendors, whichever is in the best interest of the County, and quantities may vary, depending upon availability of funds, unless otherwise stated. Best value bids will be evaluated and awarded based on the criteria set forth in the bid document. Based on the total award amount the final decision for award may rest with the Oconee County Council.
18. **PROTEST PROCEDURE:**
- A. **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this Article. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective bidder, offeror, or contractor knows or should have known of the facts giving rise thereto.
  - B. **Authority to Resolve Protests.** The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved bidder, offeror, or a contractor, actual or prospective, concerning the solicitation or award of a contract.
  - C. **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
  - D. **Notice of Decision on Protests.** A copy of the decision under Subsection 2-443(d) of this Section shall be mailed or otherwise furnished to the protestant.
  - E. **Finality of Decision on Protests.** A decision under Subsection 2-443(c) of this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with this Section.
19. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.
20. **CONTRACT:** This bid and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Oconee County. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.
21. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Director.

22. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Director.
23. **ARBITRATION:** Under no circumstances and with no exception will Oconee County act as arbitrator between the Contractor and any subcontractor.
24. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
25. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Oconee and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
26. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.
27. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
28. **PROHIBITION OF GRATUITIES:** The following applies to all procurements issued by Oconee County: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
29. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Contractor agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

30. **6% SC SALES TAX:** Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services, except for the mining operation of the Oconee County Rock Quarry, and the recycling operation of the Oconee County Solid Waste Department. Therefore, 6% sales tax must be added to all orders, except for the mining operation of the Rock Quarry. Lump sum bids however, shall include sales tax in bid price unless otherwise noted. By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.
31. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
32. **ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280:** By submittal of this bid, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors. An overview of this law is available at [www.procurementlaw.sc.gov/immigration](http://www.procurementlaw.sc.gov/immigration). This is required of all contractors and subcontractors as of January 1, 2010.
33. **LOCAL PREFERENCE:** The lowest local responsible and responsive bidder who is within two percent (2%) of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Oconee County and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in this section, the County shall use standard procurement practice and procedure as set forth in this Article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County’s unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the County’s own best interest.
34. **INSURANCE:** The successful contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period; for occurrence policies.
  - A. **Commercial General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
 

Minimum Limits:

    - \$1,000,000 General Aggregate Limit
    - \$1,000,000 Products & Completed Operations
    - \$1,000,000 Personal & Advertising Injury
    - \$1,000,000 Each Occurrence Limit
    - \$50,000 Fire Damage Limit
    - \$5,000 Medical Expense Limit



- B. **Business Commercial Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

- C. **Workers' Compensation:** Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

- D. **Professional Liability:**

Minimum limits are \$1,000,000 per occurrence.

### Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

## SPECIAL CONTRACTUAL TERMS AND CONDITIONS

1. **SCOPE:** Oconee County is soliciting competitive bids to establish a term contract for providing and delivering services and/or commodities listed herein.
2. **TERM OF CONTRACT/OPTION TO EXTEND:** The term of this contract shall be for a period of one (1) year from the effective date of the contract. The Procurement Office may extend the contract if it appears to be in the best interest of the County and is agreeable with the contracted vendor. Said contract renewal will be on an annual basis and will not exceed four (4) additional one-year periods.
3. **CONTRACT ADJUSTMENTS:** Should a contract renewal be desired, written request for said renewal shall be submitted in writing by Oconee County forty-five (45) days prior to the end of the current contract period. Should the contractor wish to request an increase in cost, it will be the contractor's responsibility to submit a written request for such contract adjustments within ten (10) days after receipt of the County's contract renewal notice to the Procurement Office for approval.

If approved, any change in the contract cost will be effective in an amount equivalent to the percentage increase for the previous calendar year (Jan – Dec), using the Consumer Price Index (CPI-U, South Region, All Items), as published by the U. S. Department of Labor, Bureau of Labor Statistics.

The County will accept or decline the requests for a contract increase, in written form, within ten (10) days following the date of the request. No increase shall be effective until approved in writing by the Procurement Director.

4. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30-day advance notice in writing is given to the contractor. Termination requirement does not apply if contract is to terminate at the end of an established contract term.

**Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) day advance written notice, then the County may negotiate reasonable termination costs, if applicable.

**Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any shall not apply. The thirty (30) days advance written notice requirements is waived and the default provision in this bid shall apply; see General Conditions.

**Termination for Non-appropriations:** If Oconee County fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services in another manner which is in the best interest of the County.

5. **TYPE OF CONTRACT:** This solicitation is for a fixed price, indefinite quantity type contract for the stated items. The contract will be used as a primary source for the articles specified, and individual purchases shall be made under a blanket purchase agreement referring to this solicitation. On indefinite quantity contracts, acceptance will bind the County to pay for, at the fixed unit bid prices, only quantities ordered, delivered and accepted.
6. **QUANTITIES:** Quantities specified in the solicitation are estimates only, and are given for the information of bid evaluation. They do not indicate actual ordered quantities. Volume will depend upon requirements that develop throughout the contract period.

7. **METHOD OF ORDERING:** A blanket order may be issued to cover items needed during a specific time period.
8. **PACKING/LABELING:** All shipments shall be accompanied by a packing slip or delivery ticket which shall contain the following information:
  1. Purchase Order Number
  2. Company's Name
  3. Name of the Article and Stock Number
  4. Quantity Shipped and Back Ordered

Contractors are cautioned that failure to comply with these conditions can be considered sufficient reason for refusal to accept goods.

9. **INVOICING:** The contractor shall submit an itemized invoice upon completion of each purchase order requirement. The original and one copy of the invoices are to be mailed as per instructions on the purchase order. Payment will be made in accordance with the payment terms listed in the General Conditions. Purchase order number must appear on all invoices.
10. **EMERGENCY REQUIREMENTS:** The County reserves the right to make emergency purchases from another source should the contractor not be able to meet requirements.
11. **WARRANTIES:** Contractor warrants that (1) the supplies to be provided to the County pursuant to this agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the County pursuant to the contract conform to the standards required by the bid solicitation.
12. The contractors further warrants that the contractor has title to the supplies provided, in that the supplies are free and clear of all liens, encumbrances, and security interests. All warranties made in this agreement, together with service warranties and guarantees, shall run to the County and its successors and assigns.
13. **INSPECTION:** All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies and end products) shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the County shall have the right to either reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected by and at the expense of the contractor promptly after notice, and shall not thereafter be tendered for acceptance until correction is made. If the contractor fails to promptly remove such supplies or lots of supplies which are required to be removed for replacement or correction, the County either (1) may replace or correct such supplies and charge to the contractor the cost occasioned the County thereby; or (2) may terminate this contract for default as provided in the default clause of the contract.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the County.

The inspection and test by the County of any supplies or lots thereof does not relieve the contractor from any responsibilities regarding defects or other failures to meet the contract requirements. Except as otherwise provided in this contract, acceptance shall be conclusive, except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

## MINIMUM SPECIFICATIONS AVIATION FUEL FOR OCONEE COUNTY REGIONAL AIRPORT

Oconee County is seeking sealed bids for the purchase of aviation fuels (100LL AvGas and Jet A) on an as needed basis. Delivery location will be Oconee County Regional Airport, 365 Airport Road, Seneca, South Carolina 29678. Oconee County Regional Airport has two (2) 10,000 gallon aboveground fuel tanks including secondary containment basins for both storage tanks, dispensing trucks and tanker offloading.

<b>Four Year Sales History</b>		
<b>Year</b>	<b>Avgas</b>	<b>Jet A</b>
2012	53,896 gallons	113,516 gallons
2013	46,936 gallons	95,006 gallons
2014	47,621 gallons	95,672 gallons
2015	43,398 gallons	104,420 gallons

Bidder shall submit two copies of bid response (one clearly marked original and one copy).

1. **Product/Specifications**

- Aviation 100LL – meets or exceeds ASTM D 910
- Jet A (with premixed Prist) – meets or exceeds ASTM D 1655

2. **Quantity/Term**

- Aviation 100LL – up to 70,000 gallons per year
- Jet A (with premixed Prist) – up to 110,000 gallons per year
- Invoicing of fuel shall be based on net gallons delivered as verified by the bill of lading provided by the terminal. Additionally, to verify the bill of lading, actual fuel measurements will be taken from the aboveground storage tank immediately prior to delivery, followed by a final measurement immediately after unloading is completed. The measurements will be converted using a steel tank chart, mutually agreed upon by the Oconee County Regional Airport and the fuel vendor, and subtracted to determine the net quantity delivered.

3. **Product Delivery and Price**

- Deliveries shall be full transport amounts not less than 7000 gallons and not more than 8000 gallons gross.
- All deliveries shall be made within 48 hours of order placement, excluding holidays.
- Compartment seals installed at the terminal shall be required, or delivery of the fuel may be rejected.
- **Freight charges shall be based on supplier’s closest delivery source to Oconee County, regardless of actual source of delivery. For example if Savannah, GA is the closest source, and for some reason it has to be delivered from Jacksonville, FL, the freight charge shall be based on delivery from Savannah, GA.**
- All freight charges shall be a separate line item on each delivery invoice.
- Invoice pricing shall reflect rack price, freight, Federal Superfund tax, Federal excise tax, SC State Inspection Fee, Environmental Impact Fee, prompt payment discounts, and any other applicable charges listed as separate line items on invoice.
- Does your company charge a detention fee for lengthy deliveries?  
If so, state any charges on attached Bid Form.

- On the Bid Form the Bidder shall provide the following information for both Aviation 100LL and Jet A (with premixed Prist):
  - Location of supplier's closest primary terminal
  - A three (3) month record of company rack fuel pricing. List the (rack price) cost per gallon at the closest primary terminal for the following dates
    - February 1, 2016
    - March 1, 2016
    - April 1, 2016
  - Fixed freight cost per gallon
  - Detention fee
  - Fixed markup in cents per gallon

#### 4. **Credit Cards**

- Supplier shall accept at least two major oil company credit cards without processing fees.
- Supplier shall accept state and federal government issued credit cards without processing fees.
- Supplier shall accept other general use credit cards such as Visa, MasterCard, Discover, MultiService, Avcard and American Express at a processing fee not to exceed 4%.
- Successful vendor shall supply an electronic credit card POS (Point of Sale) machine, with all credit card supplies, forms, materials, and etc. free of charge to the County.
- POS (Point of Sale) machine shall provide customer with paper transaction receipts and shall allow customer to enter pin number etc.
- Supplier must provide toll-free credit card authorization service.
- Supplier's credit card shall provide for normal airport related charges in addition to fuel such as, tie down fees, ramp fees, callout fees, hangar or lease payments, pilot supplies, minor repairs, flight and/or weather service, GPU (Ground Power Unit) and long term parking, misc.
- Supplier shall reimburse Oconee County for credit transmittals within seven days of receipt by check.

#### 5. **Credit Terms:**

- Supplier shall provide the purchaser with 30-day terms without penalty.
- Other credit terms may be offered, to include prompt pay discounts and be made a part of the bid response.

#### 6. **Quality Control/Inspection**

- Supplier shall provide purchaser with written product quality reports on a quarterly basis and certification of quality for each delivery.
- Supplier shall inspect all fuel handling equipment on a quarterly basis and provide the purchaser with written inspection reports.

#### 7. **Insurance**

- Supplier shall provide at no cost to the purchaser excess Aircraft Fueling Liability Insurance covering all fuel related activity of at least forty million dollars. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period.
- The successful contractor shall procure, maintain, and provide proof of insurance coverage. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period.
- See page 8, number 34 for additional insurance requirements.

#### 8. **Emergency Service**

- Supplier shall make available to the County a twenty-four hour telephone number, should a problem occur or the County requires a weekend delivery.

9. **Training**

- Supplier shall provide line service and quality control training to Oconee County's employees on site at the beginning of this contract, and also provide additional training for any new employees during this contract period at no charge.

10. **Signage**

- Supplier shall provide and install one large airport sign for air viewing, and decals on ground equipment and fuel farm at no charge. Please submit with your bid complete description and what size signs and decals your company will supply.

11. **Self Service Island Support**

- Supplier shall be able provide technical support for the existing Self Service 100LL "GasBoy" dispensing pump located at the Oconee County Regional Airport, including but not limited to, troubleshooting, assisting in locating and ordering parts and installation of parts.

12. **Options**

- A. Repair (if needed) and paint existing fuel farm and containment wall, see page 15 for photo.
- B. On busy weekends (Clemson Home Games) the County requires a loaner fuel truck in order to keep up with the fuel demand. Provide pricing for loaner truck including all fees (delivery, rental, etc.).
- C. The County has an existing Pergola where we would like to add a fuel sign with the awarded vendor's logo. In order to do this the Pergola will require some repairs. Please provide pricing to repair the Pergola or provide a dollar amount you would offer the County in-lieu of the repair. We have estimated the repair to be around \$1,000.00. The awarded vendor will be required to provide and install, at their expense, the signage with either scenario proposed. See page 16 for photo.

If your Company needs to view the Pergola please contact Tronda Spearman at [tspearman@oconeesc.com](mailto:tspearman@oconeesc.com) to schedule a date and time to view.

13. **Amenities**

- If your Company provides any amenities other than what is stated above, please list in detail.

**Basis of Award**

- Bids will be awarded to the responsible and responsive bidder based on meeting our requirements as set forth in our specifications, as well as consideration of the low bid overall for freight and mark-up. Bidders assume all responsibility for complying with laws and regulations, and for formulating and completing the bid.
- Bid Award, Pending County Council Approval will be posted on or around April 28, 2016. With funding being from future fiscal year 2016-2017 the Approval for ITB Award will be on County Council agenda for June 21, 2016.

**Contract Dates**

- This will be a one year term contract with the option to renew up to four additional years. The 1<sup>st</sup> year contract will begin on July 1, 2016 and expire on June 30, 2017. If renewed the future years will be on a July 1 to June 30 renewal schedule.



**Fuel Farm and Containment Wall**



**Pergola**



**COUNTY OF OCONEE**

**Procurement Office, 415 S. Pine Street, Room 100, Walhalla, SC 29691**

**Phone: (864) 638-4141 / Fax: (864) 638-4142**

**BID FORM**

**BID NUMBER: 15-15**

**DATE: March 24, 2016**

**OPENING DATE AND TIME: April 26, 2016 @ 2:00 pm**

**OPENING LOCATION: Oconee County Procurement Office  
County Administrative Building, Room 100  
415 S. Pine Street, Walhalla, SC 29691**

**PROCUREMENT OF: Aviation Fuel for Oconee County Regional Airport**

**DELIVER TO: 365 Airport Road, Seneca, SC 29678**

<b>AvGas</b>	
Location of closest primary terminal which will be used	
AvGas (rack Price) cost per gallon at closest primary terminal on the following dates	
February 1, 2016	
March 1, 2016	
April 1, 2016	
Fixed freight cost per gallon	
Detention fee (if applicable)	
Vendor's (fixed) mark up in cents per gallon	
<b>Jet A</b>	
Location of closest primary terminal which will be used	
Jet A (rack Price) cost per gallon at closest primary terminal on the following dates	
February 1, 2016	
March 1, 2016	
April 1, 2016	
Fixed freight cost per gallon	
Detention fee (if applicable)	
Vendor's (fixed) mark up in cents per gallon	

**COUNTY OF OCONEE**

**Procurement Office, 415 S. Pine Street, Room 100, Walhalla, SC 29691**

**Phone: (864) 638-4141 / Fax: (864) 638-4142**

***BID FORM CONTINUED***

<b>Options</b>	
A. Repair (if needed) and Paint Fuel Farm & containment wall	\$
B. Loaner Fuel Truck – include all fees (delivery, rental etc.)	\$
C. Repair or Compensation to repair Pergola	\$

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Title: \_\_\_\_\_

Print Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.**

**CERTIFICATE OF FAMILIARITY AND NON-COLLUSION**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Mobile Phone #

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Toll-Free Phone #, if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales and Use Tax Number



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

**I-312**  
 (Rev. 7/28/06)  
 3323

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

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)

33231010

**BIDDER'S QUESTION SUBMITTAL FORM**

**FOR QUESTIONS RELATED TO BID # 15-15  
AVIATION FUEL FOR OCONEE COUNTY REGIONAL AIRPORT**

Deadline for submitting a question is April 7, 2016 @ 2:00 pm

**If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.**

**Name:** Tronda C Spearman  
**Title:** Assistant Procurement Director  
**E-mail:** [tspearman@oconeesc.com](mailto:tspearman@oconeesc.com)  
**Phone:** 864-638-4141

**If you do not have access to e-mail, you may use the form below to fax questions to (864) 638-4142.**

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Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

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*(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER FROM THE BID, WHEREVER POSSIBLE)*