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:	# 15-21	DATE: March 22, 2016
OPENING DATE AND TIME:	Thursday, April 14, 2016 @ 2:00pm	
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:	Two (2) Fire-Dive-Rescue-Patrol Boats for Emergency Services	

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.

DIRECT ALL INQUIRES TO:
Tronda C. Spearman, Assistant Procurement Director
Phone: (864) 638-4141
Fax: (864) 638-4142
Email: 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 Tuesday, April 5, 2016 @ 2:00pm. If you do not have access to email, questions may be faxed using the form on page 24.

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.

"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. 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. 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. 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.

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.

INTRODUCTION & BACKGROUND

Oconee County is seeking competitive sealed bids for the Construction of Two (2) Custom Fire – Dive – Rescue – Patrol Boats & Trailers for Oconee County Emergency Services. We are seeking a shallow water platform landing craft style boat with 1500lb capacity, outboard power and factory warranties.

The new Boat shall be a "Landing craft style boat" 23-25 feet long with a minimum of 90" beam with formed gunnel top or similar Bow storage and an optional hydraulic dropdown bow gate. It shall have a roof cover at least 5' wide X 6' long and a lockable covered Helm. It shall be powered by a Suzuki DF-200 APX 4 stroke outboard, or equivalent. EZ load trailer with glide-on glide-off capability and shall have front and rear steps and horizontal side guides.

Oconee County, South Carolina, in the northwestern corner of South Carolina, has a population of approximately 75,000 residents. Oconee County Emergency Services is responsible for fire rescue on and around our 3 lakes, lake Jocassee to the north of the county, lake Keowee to the east of the county and lake Hartwell to the west and south of the county. These lakes very in size and depth and shore line accessibility. With this amount of water surrounding the county we frequently find our citizens are in need of help on the lakes. .
It serves outlying areas of the county. Parts of Oconee are very rural and only accessible by a boat with a landing craft style boat..

MINIMUM SPECIFICATIONS

1 BOAT SPECIFICATIONS

1.1 Hull:

- Notched, stepped, and ventilated motor pod (25" x dim)
- Standard all up hull working weight approx. 4500 lbs
- Chamber air pressure checking system for assembly leak detection
- Length overall (loa) = 23'-25' (includes motor well pod, no motor)
- A minimum 90" beam width, a formed gunnel top (1 part)
- The air chamber system shall be divided a into minimum of four (4) independent chambers
    - One chamber designed to encapsulate the 40 gallon fuel tank in a completely sealed chamber
- Sealed self-bailing work deck with rear scupper doors
- The complete work deck shall be self-draining into scupper vents
- A minimum of (4) four full length longitudinal stringers
- A minimum of (2) two full length integrated tray / side braces / storage trays
- Heavy duty manual front gate with a minimum 2000 lb capacity
- A minimum 18" vertical side height from work deck
- 0.125" 5052 pre-flex formed gunnel one part sides
- Full length side collision guard
- Front deck: Minimum of 108" open space from front of helm tower to base of bow door
- A minimum of 75" wide between gunnels where there are not bow compartments
- Heavy duty raised gunnel top
- Heavy Duty 4" suction port mid ship for Portable Fire Pump System
- A minimum of three (3) tow hooks shall be built into the hull. Preferred locations shall be
    - One (1) Center of the bow
    - Two (2) One on each side of the stern

1.2 Power and Rigging:

Suzuki DF-200 APX 4 stroke outboard motor or equal

- Suzuki digital throttle, shift and gauge monitoring system or equal
- Suzuki NEMA 2000 digital network or equal
- 40 gallon below deck fuel tank
- Flush mount controls
- Tach, IGN, fuel, lanyard, neutral safety switch,
- Console mounted navigational. & anchor lights
- 5 switch accessory panel with power point
- Zinc anodes
- Four (4) anchor cleats
    - Two (2) mid deck
    - Two (2) stern
- Qc rotary cable helm and steering wheel
- 12 volt power source located in the front of the console

1.3 Double Battery with Tray(s):

- There shall be two (2) High quality marine batteries with a battery switch.
    - These batteries shall be wired with a battery shore line for in-dock shoreline power.
    - These batteries shall be at least a minimum of 1000 cold cranking amps each.
- Promariner two bank battery charger for shoreline charging, or equal.

1.4 Bow Storage – Compartments:

There shall be two (2) storage compartments located in the forward front corners inside each bow compartment. Each compartment will be reserved to contain the manual and power front door hydraulic system options.

1.5 Storage Bins – Mid Ship Gunnel Compartments:

There shall be a minimum of two (2) ” 56” L X 12.5” W X 12” H sealed storage bins provided under the forward bench seating integrated into each of the forward gunnel tops. The storage area shall extend from the rear of the forward bow compartments to the front of the fuel fill divider. Each midship storage compartments will have seat / lid access and full length toe relief (4”) for deck workers safety.

1.6 Scorpion Protective Liner or Equal:

- All horizontal walking and stepping surfaces shall be covered with Scorpion Protective Liner or equal. The polyurethane Non-skid material shall be applied using a spray application, thus providing an even coverage to all areas.
- The interior components of the boat hull shall be completely covered with Scorpion Commercial Liner or equal, including:
    - Gunnel tops
    - Interior vertical side areas
    - Bow compartments inside & out
    - Hoses bins inside & out
    - Swim deck and Motor pod top
    - No coverings on console or hard top
- Color shall be grey

1.7 Covered Helm:

The helm shall be forward of the transom and have the following features:

- Center mounted, 30”-36" wide, with no coverings standard
- Front, Port and Starboard side Tinted DOT 2 safety glass
- Hard top cover approximately 60" W x 72" L
- Structural ladder system for access of the hard top cover
- Drop down radio compartment
- Raised console top for flush mounted electronics
- Tinted DOT 2 safety glass

1.8 Helm Security Cover:

There shall be a security door provided on the helm. The cover will be a ROM roll up fire truck door, to allow for access to operator console. In the up position, it will retract out of the way of the operator. For security purposes, the cover shall be designed to lock in a lowered position. This will secure all mechanical and electronic options installed into the console.

If the vendor cannot provide the security cover as specified above please provide detailed specifications of what can be provided to secure all mechanical and electronic equipment inside the helm.

1.9 Stern Swim Deck:

There shall be a swim deck provided at the stern. The swim deck shall be approximately 24” long x 72” wide. The Swim deck shall be integrated into the structural motor mount pod, flush with front work deck

1.10 Bilge Pump:

There shall be a minimum of two (2) bilge pumps, 1000 gpm (gallons per minute) each.
Each pump shall be equipped with an electronic float switch to permit Automatic pump activation.

1.11 Warranty:

Boat: Shall include a minimum of one (1) year warranty, upon delivery and acceptance of the boat(s). The warranty shall ensure that the boat has been manufactured to the proposed specifications and shall be free from defects in material and workmanship that may appear under normal use and service within the warranty period.

Motor: The specified boat motor shall be provided with standard manufacturer's warranty. A copy of the manufacturer's warranty shall be supplied to define additional details of the warranty provisions.

Extended Warranties: Provide the warranty coverages and pricing with your bid submittal if extended warranties are available on the boat and/ or motor.

1.12 Options:

- 2.5" Rubber bumper rails atop lower collision side rails,
- 2.5” Rubber bumper on Gunnel Top Rail
- Six (6) Hideaway boat cleats. Locations to be determined
- Hinged heavy duty bow entry keel doubler plate (0.350” total thickness)
- **Hydraulic Bow Gate:**
  The front door gate shall be powered with marine duel cylinder, duel hydraulic pump operation in the front bow compartments of the boat. The gate clear opening width shall be approximately 56" wide. The gate shall be designed so the door opens above the water line, WITHOUT water entering into the boat. The bow gates shall also be able to be used as an anchoring device by applying down pressure with the hydraulics, when making contact with land.

2 TRAILER SPECIFICATIONS

2.1 The trailer shall have a glide-on, glide off design to make loading and launching easier. Standard features shall include but not be limited to:

- Spare Tire Mount
- Horizontal Side Guides
- Precision Contoured Bunk Support System
- Welded Tubular A-frame & Tubular Bunk Uprights
- Urethane Coating System with Urethane Flex Primer
- Custom Steel Fenders
- Extended 12" Front & Rear Steps
- Diamond Plated Aluminum Fender Step
- V-Camber Sprung Axle Powder Coated
- Radial Trailer Service Tires
- Chrome Directional Rims
- Mc Gaurd Lug Nuts (Guaranteed Not to Rust for Life!)
- Soft Marine Grade Carpeting on Bunks and Fender Pads
- Two-Way Ratcheting and Free Spooling Winch with Strap
- Plastic Coated Pre-Coiled Safety Cables
- VAULT WHEEL BEARING SYSTEM or Equal
- In-line Hydraulic "Surge" Brake Actuator
- Quad-Bunk Support
- Weld on Jack Stand
- 100% Submersible Lighting System
- Corrosion Resistant Modular Wiring Harness
- Trailer GVW = 1200 LBS
- Trailer GVWR = 5200 LBS
- Trailer MAX. LOAD = 4000 LBS

2.2 Warranty:

Trailer(s): The specified trailer(s) shall be provided with standard manufacturer's warranty. A copy of the manufacturer's warranty shall be supplied to define additional details of the warranty provisions.

Extended Warranties: Provide the warranty coverages and pricing with your bid submittal if extended warranties are available on the boat trailers.

Questionnaire to be submitted with bid		
Section of ITB		
1	**Boat Specifications**	
1.1	**Hull**	
	If there are any exceptions to section 1.1 list below in detail	
1.2	**Power and Rigging**	
	Model Name of Motor	
	Model Number of Motor	
	If there are any exceptions to section 1.2 list below in detail	
1.3	**Double Battery with Tray(s)**	
	Manufacturer	
	Cold Cranking Amps	
	If there are any exceptions to section 1.3 list below in detail	
1.4	**Bow Storage – Compartments**	
	If there are any exceptions to section 1.4 list below in detail	

1.5	**Storage Bins – Mid Ship Gunnel Compartments**
	If there are any exceptions to section 1.5 list below in detail
1.6	**Scorpion Protective Liner or Equal**
	If there are any exceptions to section 1.6 list below in detail. Also include a specification sheet for any other proposed product.
1.7	**Covered Helm**
	If there are any exceptions to section 1.7 list below in detail
1.8	**Helm Security Cover**
	If there are any exceptions to section 1.8 list below in detail
1.9	**Stern Swim Deck**
	If there are any exceptions to section 1.9 list below in detail

1.10	**Bilge Pumps**
	If there are any exceptions to section 1.10 list below in detail
1.11	**Boat and Motor Warranty**
	Provide Detailed Warranty (A separate Warranty Page can be submitted with your Bid)
1.12	**Options**
2	**Trailer(s)**
2.1	If there are any exceptions to section 2.1 list below in detail
2.2	**Trailer Warranty**
	Provide Detailed Warranty (A separate Warranty Page can be submitted with your Bid)

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

BID FORM

BID NUMBER: **15-21** **DATE: March 22, 2016**

OPENING DATE AND TIME: **Thursday, April 14, 2016 @ 2:00pm**

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

PROCUREMENT OF: **Two (2) Fire-Dive-Rescue-Patrol Boats for Emergency Services**

DELIVER TO: **15026 Wells Hwy, Seneca, SC 29672**

Quantity	Description	Unit Price	Extended Price
2	Boats		
2	Trailers		
		Subtotal	
		Sales Tax	
		Grand Total	
Options			
Quantity	Description	Unit Price	Extended Price
1	2.5” Rubber Bumper rails atop lower collision side rails		
1	2.5” Rubber Bumper rails on Gunnel Top rail		
6	Hideaway Boat cleats		
1	Hinged heavy duty bow entry keel doubler plate (0.375” total thickness)		
1	Hydraulic Bow Gate: See Section 1.12 Options, Page 14		
Extended Warranties:			

Boat(s)		
# of Years	Coverage	Price
Motor(s)		
# of Years	Coverage	Price
Trailer(s)		
# of Years	Coverage	Price
Provide Model Name and Number for Boat Motor		

STATE DELIVERY TIME AFTER RECEIPT OF ORDER: _____

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

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.

REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone and fax number and e-mail address of a similar job completed.

1. Name of Owner of Project: _____
   Brief description including Location: _____
   _____
   _____
   Completed Dollar Amount: $_____ Date Completed: _____
   Contact Person's Name: _____
   Contact Phone: (_____) _____-_____
   Contact Fax: (_____) _____-_____
   Contact E-mail: _____

2. Name of Owner of Project: _____
   Brief description including Location: _____
   _____
   _____
   Completed Dollar Amount: $_____ Date Completed: _____
   Contact Person's Name: _____
   Contact Phone: (_____) _____-_____
   Contact Fax: (_____) _____-_____
   Contact E-mail: _____

3. Name of Owner of Project: _____
   Brief description including Location: _____
   _____
   _____
   Completed Dollar Amount: $_____ Date Completed: _____
   Contact Person's Name: _____
   Contact Phone: (_____) _____-_____
   Contact Fax: (_____) _____-_____
   Contact E-mail: _____

BID NUMBER: 15-21 **DATE: 3-22-16**

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

Rev 03/19/97

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.

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

If Corporate officer state title: _____

_____
(Name - Please Print)

33231010

BIDDER'S QUESTION SUBMITTAL FORM

FOR QUESTIONS RELATED TO BID # 15-21
Two (2) Fire-Dive-Rescue-Patrol Boats for Emergency Services

Deadline for submitting a question is Tuesday, April 5, 2016 @ 2:00pm.

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

Name: **Tronda Spearman**
Title: **Asst. Procurement Director**
E-mail: **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.

Company Name: _____ Date: _____

Address: _____

_____ _____

Contact Person: _____

Phone #: (_____) _____ Fax #: (_____) _____

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