

COUNTY OF OCONEE
Procurement Office
415 South Pine Street, Walhalla, SC 29691
Phone: (864) 638-4141 Fax: (864) 638-4142

REQUEST FOR QUOTE

QUOTE NUMBER: 15-102Q DATE: April 12, 2016

DEADLINE TO SUBMIT QUOTE: **April 28, 2016 by 2:00pm**

SUBMIT QUOTE TO: Oconee County Procurement Office, Room 100
415 S. Pine Street, Walhalla, SC 29691
Fax: (864) 638-4142
E-mail: rcourtright@oconeesc.com

PROCUREMENT FOR: Mowing and Hay Production at Golden Corner Commerce Park

DIRECT ALL INQUIRES TO: Robyn Courtright, Procurement Director
Phone: (864) 638-4141
Fax: (864) 638-4142
E-mail: rcourtright@oconeesc.com

NOTICE TO BIDDERS: Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, it is highly recommended that you visit the site prior to submitting a quote. Any changes to this document will be noted in an addendum and posted on our website at www.oconeesc.com. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of the County. Oconee County shall not be legally bound by any amendment or interpretation that is not in writing. 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 may be submitted via e-mail to rcourtright@oconeesc.com. The deadline to submit questions is Thursday, April 21, 2016 by 2:00pm.

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.

INSTRUCTIONS AND CONDITIONS

1. **GENERAL:** By submission of a quote, the vendor is guaranteeing that all goods and services meet the requirements of the Request for Quote (hereafter referred to as RFQ) during the contract period. Unless otherwise stated, it is understood and agreed that all items shall be new and in first class condition.
2. **VENDOR'S RESPONSIBILITY:** Each vendor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFQ or to the contract.
3. **PAYMENT TERMS:** 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 the RFQ. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director.
4. **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 RFQ. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
5. **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 quote and not listed may be cause for rejection. Vendors offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
6. **"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. Vendors should indicate brand name, model, model number, size, type, weight, color, etc., of the item quoted, 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 vendor desires to furnish an item different from the specifications, vendor shall submit along with the quote, 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.
7. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this RFQ. All quotes shall remain effective for a minimum of 60 days, unless otherwise stated.
8. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any vendor regarding the RFQ 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 RFQ. Any changes to the specifications shall be in the form of a written Addendum to the RFQ. The Addendum will be posted on the Procurement web site at www.oconeesc.com/procurement. The Addendum will also be emailed to all Vendors who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the vendor's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the RFQ and all vendors shall be bound by such Addenda, whether or not received by the vendors.

9. **REJECTION OR ACCEPTANCE OF QUOTES; WAIVER OF TECHNICALITIES AND IRREGULARITIES:**
The County shall reserve the unqualified right to reject any and all quotes or accept such quotes, 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 vendor's quote has or has not satisfactorily met the requirements to solicitations made under this Article.
10. **AWARD:** The contract shall be awarded to the lowest responsible and responsive vendor(s) whose quote meets the requirements and criteria set forth in the RFQ. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any quote 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 RFQ, 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.
11. **CONTRACT:** This RFQ 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.
12. **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.
13. **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.
14. **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 quote.
15. **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.
16. **S.C. LAW CLAUSE:** Upon award of a contract under this RFQ, 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 RFQ, 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.

17. **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 quote unless otherwise noted. By submission of a signed quote, 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.
18. **DRUG-FREE WORKPLACE:** By submittal of this RFQ, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
19. **ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280:** By submittal of this RFQ, 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.
20. **LOCAL PREFERENCE:** The lowest local responsible and responsive vendor who is within two percent (2%) of the lowest non-local responsible and responsive vendor, may match the quote 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 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 vendors 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 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 vendors who meet the local preference guidelines as set forth in this section, the County shall use standard procurement practice and procedure 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 quotes or accept such quotes, as appears in the County's own best interest.
21. **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:
 \$500,000 General Aggregate Limit
 \$500,000 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:
 \$500,000 Combined Single Limit
 \$500,000 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.

MINIMUM SPECIFICATIONS

1.0 SCOPE:

Oconee County, SC is seeking quotes to enter into agreement for grounds maintenance at the Golden Corner Commerce Park, approximately 322 acres. The industrial park is located in Fair Play, SC. The site is accessible from Highway 59. Maintenance includes mowing, hay production and limited crop production on County owned land. The successful bidder shall mow, bale and remove hay from County property. **PRICES QUOTED SHALL REFLECT PRICES THE BIDDER WILL PAY TO OCONEE COUNTY.**

Successful bidder must mow the entire acreage a minimum of two (2) times per year. If the County determines additional mowing times are required, Oconee County reserves the right to do so. The contract provides for the selected vendor to mow County property. The vendor is to bale the resultant hay as described in the specifications. There may be times when due to rainfall patterns, the quality of grass is not enough to produce good hay. Nevertheless, the property must be mowed a minimum of two (2) times annually in accordance with the contract.

Fertilizers may be used on the land excluding animal compost (manure).

Bidders may bale hay and combine fescue seed. Bidders may also plant wheat, oats, rye, barley or other grass like cereal grains. Sorghum, soybeans, millet or corn may **not** be planted on the property. Any improvements made are at the expense of the Bidder and the County will not reimburse if land is developed, this includes, but is not limited to seed and fertilizer. Fields have the potential to be lost as the park is developed, and Bidder should plan improvements accordingly by consulting with economic development staff. No equipment may be stored on the property for more than the time necessary to cut and bale hay or harvest, the County assumes no liability for any equipment damaged while stored on the property. No bales of hay can be stored on the property for more than 30 days. Any bales stored on the property are to be arranged in a neat manner.

2.0 GENERAL:

Oconee County may make partial or complete awards to vendors whichever is in the best interest of the County.

Oconee County reserves the right to add or delete acres of land to the contract as may be in the best interest of the County. Any such added acres shall be provided to the County at the same contract pricing.

Any burst bales must be removed from the premises.

3.0 SITE VISIT:

A site visit is recommended in order to fully understand the scope of work. Bidders may visit the site anytime prior to submitting a quote or call Russell Johnson at 864-638-4210 or e-mail rjohnson@oconeesc.com to schedule a site visit.

4.0 PERIOD OF CONTRACT:

This contract shall be for the period of twelve (12) months, to begin upon award, with option to renew at the original bid amount upon mutual agreement by both parties. Bidder must notify the County of a desire to continue forward at the current bid amount by December 1 of each year, otherwise the work will be re-bid.

This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

Renewals shall be at the discretion of Oconee County and subject to approval by the County for each period.

5.0 START UP TIME:

After Notice of Award, awarded Vendor may be given a maximum of fifteen (15) days to become acclimated with County facilities and procedures prior to start up of services and delivery to the County.

6.0 INSPECTIONS AND ACCEPTANCE OF WORK:

Oconee County reserves the right to inspect the work under contract at anytime for final acceptance.

7.0 QUOTE FORM:

Bidders shall provide a lump sum price, on the attached Quote Form, to provide services as specified herein.

8.0 ALTERNATE BID OFFER:

Contractors may make alternative offer(s) involving increased hay production. Bidders willing to spray herbicide and fertilize the property may warrant additional consideration. The County is willing to negotiate reduced or waive fees for alternate offers that are advantageous to the County.

Please describe any alternate offer including price and a description of planned activities such as use of fertilizer, herbicide application or other pertinent facts. Use the space below or provide an attached sheet.

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 RFQ 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 quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote 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 RFQ and certify that I am authorized to sign this RFQ. I further certify that this quote 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.

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

If Corporate officer state title: _____

 (Name - Please Print)

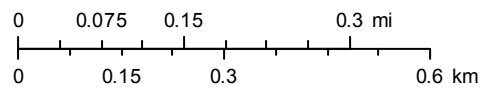
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Golden Corner Commerce Park



April 11, 2016

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community