

REQUEST FOR PROPOSALS
#16-08
Drilling and Blasting for
Oconee County Quarry



Oconee County, SC
Issued: September 21, 2016

Procurement Office
415 South Pine Street
Walhalla, SC 29691

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

OCONEE COUNTY, SOUTH CAROLINA

Drilling & Blasting Contractor for Oconee County Quarry

RFP DUE DATE/TIME: **Thursday, October 20, 2016 @ 2:00 PM**

RFP NUMBER: **16-08**

POINT OF RECEIPT: Procurement Office, Room 100
Attn: Tronda Spearman
Asst. Procurement Director
Oconee County Administration Offices
415 South Pine Street
Walhalla, SC 29691

Inquiries - All inquiries concerning this proposal shall be addressed to the Procurement Office. **Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.**

An **original and six (6) bound copies** of your proposal shall be submitted by the due date above. Outside of package must be clearly marked with RFP number and project description above.

If downloading this solicitation from our website, it is the responsibility of the Proposer to email our office at tspearman@oconeesc.com to be registered as a potential proposer to receive any subsequent amendments.

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.

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SECTION 1 GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS:

- a) Oconee County hereinafter will be referred to as “County.”
- b) “Proposer” shall be any entity or individual submitting a proposal for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP.”
- f) “Successful Proposer” shall be the successful Proposer with whom the Drilling & Blasting Contractor Contract / Agreement is entered by the County.

2) PURPOSE

- a) The County seeks proposals from qualified organizations to provide that have at least five (5) years of experience in a quarry application to provide Drilling & Blasting contracted services for the Oconee County Quarry in accordance with the specifications and conditions contained in this RFP Package.
- b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

3) INSTRUCTIONS

- a) The Proposer shall submit seven (7) sealed proposals, one clearly marked as “Original”, and six (6) copies, enclosed and secured in an envelope/package. The Proposer shall clearly mark and display the Proposer’s name and address, the RFP number and the project identification on outside of envelope/package. Oconee County **shall not** be responsible for unidentified proposals. Proposals shall be addressed to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office
Room 100
415 South Pine Street
Walhalla, SC 29691

Hand delivered proposals should be delivered to the same above-referenced address.

- b) The Proposer shall submit the proposal to the Oconee County Procurement Office no later than **Thursday, October 20, 2016 at 2:00 PM EST** at which time all proposals will be opened and **only the names of the Proposers will be announced**. Proposals received later than the deadline will not be considered and will be returned unopened. Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Oconee County is not responsible for proposals delayed by mail and delivery services.
- c) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
- d) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
- e) **There will not be a pre-proposal conference. All prospective Proposers should review the RFP document and all Attachments and submit all questions and/or requests for additional information by the deadline of Tuesday, October 4, 2016 at 2:00 pm EST.**

- f) It is the intent and purpose of the County that this solicitation promote competition. It shall be the Proposer's responsibility to advise the Procurement Director, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Procurement Director.
- g) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify Oconee County of any conflicts, errors, or discrepancies.
- h) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- i) Failure to submit all required information may be determined as a non-responsive proposal.
- j) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - i) Appropriate mistakes discovered by the Proposer before proposal opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for proposal opening.
 - ii) After opening, no changes in prices or other provisions of proposals prejudicial to the interest of the County shall be permitted.
 - iii) Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
- k) The Proposer shall follow the following directions for proposal preparation:
 - i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - ii) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
 - iii) The Proposer must clearly mark as "**Confidential**" each part of their proposal 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.
 - iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
 - v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers, the Social Security Number of the individual issuing the proposal).
 - vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.

- vii) The Proposer shall clearly write in ink or type-write all prices and quotations
- viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
- ix) Each copy of the proposal should be bound in a single volume where practical.
- l) A Request for Proposals may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Director.
- m) Verbal comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

4) EVALUATION AND AWARD CRITERIA

a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations.

b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria set forth in **Exhibit A** attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance of the contract, ability to provide support, overall cost, and the Proposer's references. **The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.** The Evaluation Team will make their recommendation to the full County Council, if applicable. The County Council has the right to accept or refuse the Evaluation Team's recommendation.

c) NOTICE OF AWARD

If awarded, the Notice of Award will be posted on the County's website at:
www.oconeesc.com/Departments/KZ/Procurement.aspx .

5) PRELIMINARY MATTERS

a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the County within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the County, the Successful Proposer shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

c) BEFORE STARTING CONSTRUCTION / WORK.

- i) Before undertaking each part of the Work, the Successful Proposer shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Successful Proposer shall immediately report in writing to the County any conflict, error or discrepancy which the Successful Proposer may discover.

- ii) Within ten (10) Calendar Days after delivery of the executed Agreement by the County to the Successful Proposer, the Successful Proposer shall submit to the County for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions, if applicable.
- iii) Within twenty (20) Calendar Days after delivery of the executed Agreement by the County to the Successful Proposer, but before starting the Work at the Worksite, a conference will be held to establish procedures for the project and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the County or its representative, the Quarry Manager, the Quarry Foreman, the Quarry Office Manager and the Successful Proposer.

6) GENERAL INFORMATION AND REQUIREMENTS

a) **AFFIRMATIVE ACTION.**

The Successful Proposer shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

b) **AMBIGUOUS OFFERS.**

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

c) **EXPLANATION TO PROSPECTIVE PROPOSERS.**

- i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
- ii) Any prospective Proposer desiring an explanation or interpretation of the RFP, shall request in writing, five (5) days prior to proposal receipt date, which will allow a reply to reach all prospective Proposers before submission of their proposal.
- iii) Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

d) **AMENDMENTS.**

All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, scanned email, or fax to the Procurement Director.

e) **DISCUSSIONS.**

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award of contract, Proposer shall not discuss this procurement with any party except the Procurement Director. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Director.

f) **AWARDING POLICY.**

- i) The award of the contract shall be made in accordance with provisions of the Code of Ordinances of Oconee County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County based on the criteria discussed above.

However, the County reserves the right to reject any and all proposals received, and in all cases, the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

- ii) If awarded, this contract will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Oconee County (see Section 5 "Selection Process and Criteria"). Oconee County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The document that will form the contract shall include this entire solicitation, all applicable amendments, and the successful Proposer's proposal.
- g) REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.
 - i) The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's own best interest.
 - ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this RFP.
 - iii) In all cases, the County shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made pursuant to this RFP.
 - iv) The County may reject any proposal that fails to conform to the essential requirements of the RFP.
 - v) The County may reject any proposal that does not conform to the applicable *specifications* unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
 - vi) The County may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
 - vii) The County may reject a proposal when the Proposer imposes conditions that would modify requirements of the invitation or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the County may reject proposals in which the Proposer:
 - (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
 - (2) Fails to state a fee schedule, if one is required.
 - viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
 - ix) Any proposal may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
 - x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
 - xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason determination is made.
 - xii) The Procurement Director must reject Proposals received from entities determined to be non-responsible.
 - xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.

h) After submitting a proposal, if all of a Proposer's assets or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Procurement Director shall reject the proposal unless merger, operation of law or other means not barred by law effects the transfer.

i) **PROTEST PROCEDURE**

i) **Right to Protest.** Any actual or prospective offeror or Proposer 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 section. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective offeror, or Proposer knows or should have known of the facts giving rise thereto.

ii) **Authority to Resolve Protests.** The Procurement Director shall have authority to settle and resolve a protest by an aggrieved offeror or Proposer, actual or prospective, concerning the solicitation or award of a contract.

iii) **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.

iv) **Notice of Decision on Protests.** A copy of the decision of this Section shall be mailed or otherwise furnished to the protestant.

v) **Finality of Decision on Protests.** A decision under this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with the Oconee County Code of Ordinances.

j) **COMPLETE DOCUMENTS.**

All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.

k) **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.

l) **COVENANT AGAINST CONTINGENT FEES.**

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

m) **DEFAULT.**

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied.

n) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with Subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity for cure. In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

o) INSURANCE REQUIREMENTS

The Successful Proposer 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 Successful Proposer, his agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

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:

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

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, 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

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.

Insurance Coverage Provisions

- i) All deductibles or self-insured retention shall appear on the certificate(s).
- ii) 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.
- iii) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- iv) 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.
- v) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- vi) 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 Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii) 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.
- viii) 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.
- ix) The Successful Proposer 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.
- x) 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.

p) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County. This RFP package, the negotiated results documented in writing, and the winning Proposer's proposal shall constitute the entire agreement.

q) STATEMENT OF COMPLIANCE AND ASSURANCES.

- i) Proposers to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and County ordinances.
- ii) Proposers shall be required to provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.
- iii) A statement of Assurance, Compliance and Non-collusion, a copy of which is attached hereto as **Exhibit B**, along with other statements and certifications shall be provided to Proposers and be part of each solicitation and shall be part of this agreement.

r) DRUG FREE WORKPLACE ACT.

It is the intent of the County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act, a copy of

which is attached hereto as **Exhibit C**. Failure to comply with this requirement shall result in rejection of a proposal.

s) **EXAMINATION OF RECORDS.**

The Oconee County Administrator or his duly authorized representative(s), and/or duly authorized representative from the Procurement Office shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

t) **6% SOUTH CAROLINA SALES TAX.**

Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services. Therefore, 6% sales tax must be added to all orders. When applicable, net prices as shown in the proposal shall exclude such Federal and State Tax amounts. By submission of a signed bid, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer's signature below will certify to the County the Proposer's compliance.

u) **FAILURE TO SUBMIT PROPOSAL.**

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as **Exhibit D** hereto. If a recipient does not submit a proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they shall be removed from the applicable Proposer list.

v) **NON-APPROPRIATION**

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the Contractor Agreement in whole or in part without further obligation to the Proposer.

w) **FORCE MAJEURE.**

The Proposer shall not be liable for any excess costs if the failure to perform the agreement resulting from this RFP arises out of causes beyond the control and without fault or negligence of the Proposer, including an act of God, earthquake, flood, cyclone or other cataclysmic phenomenon of nature, a rain, windstorm, high water or other natural phenomenon of unusual intensity for the locality where the Work is to be performed, but which might reasonably have been anticipated from historical records of the general locality shall not be construed as an act of God, the act of the public enemy, fire, explosion, perils of the sea, war, riot, sabotage, acts of governmental authorities, embargo, or any other circumstances of like or different character beyond the reasonable control of the Proposer, or by interruption or delay in transportation, labor trouble of a supplier from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede or compliance with any order or request of any governmental officer, department, agency or committee. Provided; however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the County if the Proposer has given the County written notice of intention to rely upon such act within ten (10) Calendar Days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer and any additional time necessary shall be fixed by the County, which determination shall be final.

x) **IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.**

i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Director is hereby prohibited. Violation of this provision may result in suspension or debarment.

ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public

employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

y) INDEMNIFICATION.

Proposer shall indemnify, defend and hold harmless the County, its employees, council members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Proposer or anyone acting under its direction or control or in its behalf in the course of its performance under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Proposer or an agent of the Proposer or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Proposer shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

z) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to show evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the agreement. County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to use. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

aa) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this solicitation or agreement.

bb) PUBLICITY RELEASES.

Proposer 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 Proposer 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 Proposer 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.

cc) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

dd) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit E** must be completed by any Proposers that do not have a business that resides in South Carolina.

ee) ILLEGAL IMMIGRATION REFORM ACT.

By submittal of this proposal, the Proposer is hereby certifying that the Proposer is in compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the Proposer and the Proposer's subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. The Successful Proposer shall be in full compliance with the requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Successful Proposer agrees to provide to the County any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Successful Proposer or any subcontractor or sub-subcontractor of the Successful Proposer; or (b) the Successful Proposer and any subcontractor or sub-subcontractor of the Successful Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Successful Proposer will, at all times during the Term, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Successful Proposer shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Successful Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

ff) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this proposal, 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 Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Proposer 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.

gg) CONFIDENTIAL INFORMATION.

The County will mark as "**Confidential**" any information which the County considers to be proprietary, confidential information (the "County's Confidential Information"). The County's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the County. Without the prior written consent of the County, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the County's Confidential Information to any third party or for the benefit of anyone other than the County. The Proposer will promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County's Confidential Information. The County's Confidential Information is and shall continue to be the exclusive property of the County. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the County or certify the destruction or permanent deletion of all the County's Confidential Information and all copies of the County's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the County's Confidential Information, at any time, when so requested by the County.

The Proposer shall indemnify and hold harmless the County or anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the County's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

PROPOSER

(Name of Corporation or Entity)

By: _____
Name: _____
Its: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT A

EVALUATION CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked “**CONFIDENTIAL**” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* (“South Carolina Freedom of Information Act”). If any part is designated as “**CONFIDENTIAL**”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Oconee County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Oconee County, based on the following factors listed below.

The evaluation criteria will be:

- 1. Qualifications/Capabilities of the Firm and Individuals within the firm – 30%**
- 2. Experience with similar projects and References – 30%**
- 3. Scope of Services – 20%**
- 4. Pricing for Services Provided – 20%**

Oconee County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Oconee County, taking into consideration the cost and the evaluation factors set forth herein. Oconee County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of Oconee County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Oconee County may be considered as an unqualified source and their proposal may be rejected. Oconee County reserves the right to exercise this option as is deemed proper or necessary.

EXHIBIT B

Statement of Assurance, Compliance, and Non-Collusion

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
(2) The Proposer hereby provides the following representations and assurances:
(a) The Proposer represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the Project and the Work or that may in any manner affect performance of the Work, including, but not limited to those items listed in Section 9 of Exhibit B (Special Conditions) of the Agreement. The Proposer further represents that he has correlated his Proposal with the requirements of the Contract Documents; and
(b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in the proposal/proposal document; and
(c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
(d) The Proposer has not colluded with other Proposers possibly interested in this proposal in arriving at or determining prices and conditions to be submitted; and
(e) No person associated with Proposer's firm is an employee of Oconee County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
(f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

_____)
(Name of Corporation or Entity)

Date: _____
By: _____
Print Name: _____
Title: _____

EXHIBIT D

RFP 16-08 Drilling and Blasting for Oconee County Quarry

NO RESPONSE

If a "No Proposal" is to be submitted, please check the appropriate box(es) below and return this form, prior to the proposal opening date, to:

**Tronda Spearman, Asst. Procurement Director
Oconee County Procurement Office
Room 100
415 South Pine Street
Walhalla, SC 29691**

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
 - Cannot comply with specifications/statement of work
 - Specifications/statement of work is unclear
 - Cannot meet delivery or period of performance
 - Delivery/period of performance is unreasonable
 - Cannot meet the bond requirements
 - Not enough time to prepare proposal
 - Plan to subcontract
 - Job is too large
 - Job is too small
 - Other(please specify) _____
- _____
- _____

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____
Its: _____

Exhibit E



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

I-312
(Rev. 7/2010)
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. _____ Filing 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 12-8-570 (rentals), 12-8-650 (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 12-64-44 (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

SECTION 2 INTRODUCTION & BACKGROUND

The Oconee County Quarry is a granite quarry owned and operated by Oconee County and has been in operation at the present location, 686 Rock Crusher Road, Walhalla, SC 29691, for approximately thirty- eight (38) years. Mine property consists of approximately eighty-five (85) acres. The Quarry has blasted an average of 495,000 tons per year for the past five (5) years with a frequency of approximately two (2) times each month.

SECTION 3 SCOPE OF SERVICES

Quantities specified in this solicitation are estimates only, and are given for the information of bid evaluation. Volume will depend upon requirements that develop throughout the contract period.

The initial contract period shall begin on or about November 16, 2016, and is for a one year time period. Specific dates for blasting will be designated and coordinated by the Oconee County Quarry Manager. 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.

3.1 DRILLING AND BLASTING SPECIFICATIONS:

The minimum specifications are as below and in Sample Contract (found on page 41):

The Oconee County Quarry is exempt from South Carolina state sales tax in its mining operation. Prices shall NOT include South Carolina state sales tax.

Rock will be shot to quarry specifications as designed by the Oconee County Quarry Manager. Hole diameter shall be 4" to 4½" as specified for 30" X 55" jaw crusher. Pattern of hole shall be designated by the Oconee County Quarry Manager, to include the following patterns, 9'x9', 9'x10', 9'x11', 10'x10', 10'x11', and 11'x11' pattern. A 3' sub-drill shall be added to the face height of each hole. Any boulders in excess of 4' x 6' remaining after a shot will be drilled and shot again. There shall be no sleeving of blast holes; reputable wet materials shall be used, as approved by the Quarry Manager.

- At least one blast pattern shall be laid out and/or one blasted shot shall be maintained on the ground at all times.
- Furnish qualified blasting personnel. All personnel, including subcontractors, shall have a minimum of five (5) years experience in drilling and/or blasting in a mine application.
- Furnish a spreadsheet containing calculation support for tonnage and billing.
- Furnish all drilling and support equipment necessary.
- Furnish all explosive materials.
- Furnish all transportation for drilling equipment to and from Oconee County Quarry.
- Furnish all labor for drilling and loading shot.
- Take seismograph readings at each shot during the contract period to assure that blasting vibrations do not exceed one inch (1") per second particle velocity.
- Provide a video camera to record ALL blast activity. The County has the right to review or request a copy of each recording.
- Follow established blasting procedure as provided by the Quarry Manager or his designee.
- Oconee County will cooperate with the successful proposer to provide traffic control prior to blasting; however, proposer shall be ultimately responsible for any damages to any County and/or private equipment or buildings sustained during a blast.

3.2 FUEL REQUIREMENTS FOR DRILLING EQUIPMENT:

Oconee County will supply diesel fuel for the drill only. The drill shall have a full tank of fuel upon arrival at the Quarry. It shall be refilled by Oconee County prior to removal from the Quarry.

3.3 OTHER REQUIREMENTS AND SERVICES:

- Assist in developing future design of the quarry. Consultation services shall be at no charge, and shall be at the request of the Quarry Manager.
- Comply with all Federal, State and local regulations regarding explosives, mine safety and health. The successful Proposer shall submit a copy of their S.C. Blasting Permit prior to commencing any work.
- All employees of the successful proposer shall have MSHA training prior to working under this contract and proof of training shall be submitted with proposal. Failure to submit proof of training with proposal may be cause for rejection.
- Each proposer shall submit with their proposal a list of all subcontractors. Failure to submit list of subcontractors with proposal may be cause for rejection. (See Schedule E-Subcontractor Information)
- Each proposer shall submit a list of at least three (3) references of similar or greater scope and size. References shall include agency name, contact, address, phone number and email address. (See No. 13 in Section 5 to list references)
- Each proposer shall submit contact information for a current contract for drilling and blasting at a quarry located within 100 miles of Oconee County. Oconee County reserves the right to visit the quarry to observe an actual blast conducted by the proposer.

3.4 BONDING REQUIREMENTS

- **BID BOND:** Each Proposer shall submit with his Proposal a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

OTHER ACCEPTABLE METHODS:

- **CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Oconee County Treasurer's Office, in the amount of 5% of the total Bid amount.

A check will be returned to the unsuccessful Proposers after award and will be returned to the successful Proposer after acceptance of the final contract and surety by the Proposer.

- **IRREVOCABLE LETTER OF CREDIT:** Oconee County will accept an Irrevocable Letter of Credit in lieu of a Bid Bond. Letter shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 5% of the total Bid amount.

- **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten (10) days after written notice of acceptance of proposal, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit, in the amount of \$450,000.00. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Oconee County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

Option 1: Performance Bond: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating satisfactory to Oconee County. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney in fact to bind the surety and certified to include the date of the bond.

Option 2: A Certified Check: Equal to 100% of the contract amount to be retained by Oconee County until satisfactory completion of the contract.

Option 3: Irrevocable Letter Of Credit: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: _____

To: Procurement Director for Oconee County

1. Pursuant to the Request for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal, having become familiarized with the the Drilling & Blasting Contractor for the Oconee County Quarry **Contract / Agreement** (the “Agreement”) provided in Section 7 of the Proposal Package, and having conducted a thorough inspection and evaluation of the local conditions affecting the performance of the services, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement, if selected by the County, and agrees to perform, within the time stipulated, the services to be performed hereunder, including everything required to perform the services and complete in a good workmanlike manner all of the work required in connection with the following:

PROJECT: Drilling & Blasting Contractor for Oconee County Quarry
RFP NO.: 06-18

All in strict conformity with the Agreement, including all exhibits and addenda thereto, the undersigned party making the Proposal hereby submits the following Proposal items:

- A) A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned’s qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be on site at the Quarry. List all certifications and the number of staff certified in each area. Include the name and experience of the Blaster in Charge, and a comprehensive list of similar projects he/she has completed in the past five (5) years, to include the name and telephone number of the undersigned’s contact persons for such projects. Attach as **Schedule A** hereto.
- B) Quarterly financial statements for the last four quarters and the most recent annual financial statement for the Proposer. Include a letter from the Proposer’s bonding company stating their bonding capability. The County requires the awarded Contractor to provide a performance bond and a payment bond equal to 100% of the estimated annual amount determined as follows: the total amount of the estimated quantities multiplied by the price per ton provided in Schedule F – Firm Quotation. Also include a list of recent projects’ bonding amounts and list any claims filed against such bonds. Attach as **Schedule B** hereto.
- C) A detailed description of the general experience of the firm and examples of specific experience on projects of similar in size to the Oconee County Quarry. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria. Attach as **Schedule C** hereto.
- D) A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. Attach as **Schedule D** hereto.
- E) The name, experience and percentage of work to be performed by any subcontractors who shall receive any subcontract. The County intends to award this contract to one main blasting contractor. Any proposed subcontractors should be listed. The proposed scope of work for each subcontractor should also be listed. Attach as **Schedule E** hereto.

F) Complete all fields listed in the Firm Quotation. If there are any additional charges for additional services, list in this section. Attach as **Schedule F** hereto

G) Attach as **Schedule G** hereto a statement that the undersigned will comply with the insurance requirements stated in General Information, section (6) (o).

2. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, equipment, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal documents, whether or not expressly listed or designated.
3. It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.
4. It is understood that a Proposal Security (Bid Bond or Bid Guarantee) equivalent to five percent (5%) of the Cost Proposal is required. The Proposal Security shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of his Proposal, execute such contractual documents as may be required within the time specified. Accordingly, a \$_____ Proposal Security is attached.
5. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of County's Notice to Proceed.
6. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the County within the time specified, the Proposal security shall be forfeited to the County.
7. The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that such license(s) entitles the party making the Proposal to provide the services, that such license(s) will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.
8. The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.
9. It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.
10. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

11. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

SCHEDULE A

Statement of Qualifications

SEE ATTACHED

SCHEDULE B

Financial Statements and Bonding Capability

SEE ATTACHED

SCHEDULE C

Experience & References

SEE ATTACHED

SCHEDULE D

Scope of Services

SEE ATTACHED

SCHEDULE E

Subcontractor Information

SEE ATTACHED

SCHEDULE F

Compensation / Firm Quotation

Estimated Tons	Pattern Size	Price Per Ton (expressed to four decimal places) QUARRY SUPPLIES FUEL FOR DRILLING EQUIPMENT
150,000	9' x 9'	\$ _____ /per ton
25,000	9' x 10'	\$ _____ /per ton
25,000	9' x 11'	\$ _____ /per ton
70,000	10' x 10'	\$ _____ /per ton
55,000	10' x 11'	\$ _____ /per ton
225,000	11' x 11'	\$ _____ /per ton
GRAND TOTAL		\$ _____

SCHEDULE G
Statement of Insurance
SEE ATTACHED

SECTION 5
INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, directors, shareholders, parties or principals. County has discretion to request additional information depending on the Project.

1. Firm name and address: _____

2. Telephone No.: _____

3. Type of Entity: (check one) Individual ____ Partnership ____ Corporation ____
Limited Liability Company ____ Other _____

4. License No. (if any) _____

Class: _____

Name of license holder _____

D-U-N-S Number _____

5. Have you or any of your principals ever been licensed under a different name or different license number? _____ Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: _____

6. Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____ If the answer is "Yes," give dates, names and address of surety and details. _____

9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain: _____

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years?

Response must include information pertaining to principals' association outside of the firm.

If Yes, provide name of public agency and details of the dispute. _____

11. Have you or any of your principals ever failed to complete a contract in the last three (3) years?

Response must include information pertaining to principals' association outside of the firm.

If so, give details: _____

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the County?

If so, please elaborate. _____

13. List of References:
Contracts of similar nature within the last three (3) years. County has discretion to require more than three (3) references.

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

14. Where is your nearest office to Oconee County, South Carolina?

15. Name(s) and bios of person(s) who will serve as our contact.

16. How many employees are in your company? _____

17. Name, phone number and email for person who will be the main contact for any questions arising from this RFP: _____

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct. Executed this ____ day of _____, 20__.

(Name of Corporation or Entity)

By: _____
Print Name: _____
Title: _____

STATE OF _____)
))
COUNTY OF _____)

I, _____, Notary Public for the State of _____, do hereby certify
_____, by _____, its _____
(Name of Corporation or Entity) (Signatory) (Title of Signatory)
personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day
of _____, 2016.

Notary Public for _____

My Commission Expires: _____

SECTION 6 OTHER

All inquiries concerning this proposal shall be addressed to:

Tronda Spearman, Asst Procurement Director
Oconee County Procurement Office
415 South Pine Street, Room 100
Walhalla, South Carolina 29691
Telephone: (864) 638-4141
Fax: (864) 638-4142
E-mail: tspearman@oconeesc.com

Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.

SECTION 7 SAMPLE CONTRACT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE DRILLING AND BLASTING

CONTRACT

THIS AGREEMENT made and entered into this ___ day of _____ 2016, by and between OCONEE COUNTY (hereinafter the "COUNTY") and _____ (hereinafter the CONTRACTOR) of _____.

WHEREAS, the COUNTY did issue its Request for Proposals on _____ for drilling and blasting at the Oconee County Quarry to which the CONTRACTOR submitted a proposal on _____ subsequently accepted by the COUNTY.

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing:

NOW THEREFORE:

I. SCOPE OF THE CONTRACTOR'S WORK

The CONTRACTOR shall furnish all qualified labor, materials, explosives, equipment and supplies necessary to drill and blast rock at the COUNTY Quarry to COUNTY specifications as designated by the Quarry Director (hole diameter shall be 4.5" for 30" x 55" jaw crusher and pattern not to exceed 11' x 11', at a price per ton as designated on the Bid Form) per ton of rock blasted and produced, which sum to be paid by the COUNTY within fifteen (15) days after receipt of a monthly invoice for services performed by the CONTRACTOR for previous month, the CONTRACTOR also agrees to drill and blast again any boulders in excess of 4' x 6' or any knots or rises in the working face floor made by the CONTRACTOR, and that there will be no sleeving of blast holes. In addition, CONTRACTOR shall take seismograph readings of each shot to assure that blasting vibration is not exceeding two inches (2") per second particle velocity, and provide a video camera to record ALL blast activity. The COUNTY has the right to review or request a copy of each recording.

The Oconee County Quarry is exempt from South Carolina state sales tax in its mining operation. Prices shall NOT include South Carolina state sales tax.

Rock will be shot to quarry specifications as designed by the Oconee County Quarry Manager. Hole diameter shall be 4" to 4½" as specified for 30" X 55" jaw crusher. Pattern of hole shall be designated by the Oconee County Quarry Manager, to include the following patterns, 9'x9', 9'x10', 9'x11', 10'x10', 10'x11', and 11'x11' pattern. A 3' sub-drill shall be added to the face height of each hole. Any boulders in excess of 4' x 6' remaining after a shot will be drilled and shot again. There shall be no sleeving of blast holes; reputable wet materials shall be used, as approved by the Quarry Manager.

At least one blast pattern shall be laid out and/or one blasted shot shall be maintained on the ground at all times.

- Furnish qualified blasting personnel. All personnel, including subcontractors, shall have a minimum of five (5) years experience in drilling and/or blasting in a mine application.
- Furnish a spreadsheet containing calculation support for tonnage and billing.
- Furnish all drilling and support equipment necessary.
- Furnish all explosive materials.
- Furnish all transportation for drilling equipment to and from Oconee County Quarry.
- Furnish all labor for drilling and loading shot.
- Take seismograph readings at each shot during the contract period to assure that blasting vibrations do not exceed two inches (2") per second particle velocity.
- Provide a video camera to record ALL blast activity. The County has the right to review or request a copy of each recording.
- Follow established blasting procedure as provided by the Quarry Manager or his designee.

- Oconee County will cooperate with the successful proposer to provide traffic control prior to blasting; however, proposer shall be ultimately responsible for any damages to any County and/or private equipment or buildings sustained during a blast.

DIESEL FUEL FOR DRILL TO BE SUPPLIED BY OCONEE COUNTY (if applicable)

Oconee County will supply diesel fuel for the drill only. The drill shall have a full tank of fuel upon arrival at the quarry. It shall be refilled by Oconee County prior to removal from the quarry.

OTHER REQUIREMENTS AND SERVICES:

- Assist in developing future design of the quarry. Consultation services shall be at no charge, and shall be at the request of the Quarry Manager.
- Comply with all Federal, State and local regulations regarding explosives, mine safety and health. The successful Proposer shall submit a copy of their S.C. Blasting Permit prior to commencing any work.
- All employees of the successful proposer shall have MSHA training prior to working under this contract and proof of training shall be submitted with proposal. Failure to submit proof of training with proposal may be cause for rejection.
- Each proposer shall submit with their proposal a list of all subcontractors. Failure to submit list of subcontractors with proposal may be cause for rejection. (See Schedule E-Subcontractor Information)
- Each proposer shall submit a list of at least two (2) references of similar or greater scope and size. References shall include agency name, contact, address, phone number and email address. (See No. 13 in Section 5 to list references)
- Each proposer shall submit contact information for a current contract for drilling and blasting at a quarry located within 100 miles of Oconee County. Oconee County reserves the right to visit the quarry to observe an actual blast conducted by the proposer.

II. INSURANCE

As a condition of this agreement, the CONTRACTOR shall provide, at its own expense, public liability insurance of not less than five million (\$5,000,000) dollars for bodily injury and property damage resulting from drilling, blasting or other operations by the CONTRACTOR. CONTRACTOR will be ultimately responsible for any damages to any COUNTY and/or private equipment or buildings sustained during a blast. The CONTRACTOR will also provide COUNTY with a performance bond in the penal sum of **\$450,000 dollars** guaranteeing the full and faithful performance of this contract and agreement. In addition to the public liability insurance, the CONTRACTOR shall furnish the COUNTY proof of coverage of its employees or any sub-contractor by a valid policy of worker's compensation insurance.

The Successful Proposer 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 Successful Proposer, his agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

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:

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

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, 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

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.

III. SUB-CONTRACTORS

The CONTRACTOR agrees that any sub-contractor shall be selected by it from among qualified sub-contractors who have demonstrated their qualifications by experience, personnel and equipment in similar drilling and/or handling of explosive materials. Any sub-contractor shall be covered as an additional insured party under its general liability policy and all employees of any sub-contractor shall be covered by policies of worker's compensation insurance.

IV. LICENSES: OTHER REGULATIONS

The CONTRACTOR shall submit proof to the COUNTY of its license to perform the services which it undertakes here to do on behalf of the COUNTY, including but not limited to their South Carolina Blasting License and Permit requirements of the South Carolina Tax Commission for non-resident contractors, as well as licenses by the South Carolina Board of Contractors if the same be appropriate or necessary. In addition, the CONTRACTOR agrees to comply with all State and Federal regulations, such as, but not limited to any Mine Safety Health Association (MSHA) requirements, approved state certification requirements in regard to explosives, as well as the requirements of the South Carolina Department of Health and Environmental Control (SC DHEC) and/or Environmental Protection Agency (EPA) concerning pollution, dust abatement and water stream infiltration.

V. PRODUCTION

It is estimated by the parties that the CONTRACTOR shall be requested to produce five hundred thousand (500,000) tons of rock under the terms of this contract, but each of the parties recognize that this is an approximate figure, and the COUNTY reserves the right to determine the quantity of rock to be drilled and shot within a specified time throughout the Contract Period. For the purpose of this Contract, the term "Contract Period" shall be defined as a period commencing on or about the ____ day of _____, 2016, and ending no later than _____, 2017.

VI. ADDITIONAL UNDERTAKINGS OF THE CONTRACTOR

The CONTRACTOR undertakes and agrees to furnish and be responsible for the proper storage of all explosive materials as well as any of its equipment, which it brings to the job. Space shall be made available by the COUNTY to the CONTRACTOR for purpose of storage but the COUNTY assumes no responsibility for the safety, integrity or security of any supplies, explosive materials, equipment or machinery of the CONTRACTOR or its sub-contractors brought upon the job site.

VII. RELATIONSHIP OF THE PARTIES

The parties mutually recognize their relationship to be one of owner (COUNTY) and independent contractor _____. Any sub-contracts entered into by the CONTRACTOR with certain or specific sub-contractors shall provide an agreement that such sub-contractors shall be subject to the terms and conditions of this Contract, and any failure of breach by the CONTRACTOR shall afford the COUNTY whatever remedies it may have available to it and the right of any sub-contractors to claim against the COUNTY for the service performed on behalf of the CONTRACTOR for equipment, labor or supplies furnished by such sub-contractors at the CONTRACTOR'S request on the project defined and delineated herein shall be subject to any set-off, defense or claim which may be available to the COUNTY by reason of default by the CONTRACTOR in the terms and conditions of its agreement with the COUNTY. The CONTRACTOR will furnish to the COUNTY the name of any and all sub-contractors on the project and a statement in writing by such sub-

contractors that the sub-contractor has knowledge of the terms and conditions of this agreement and the subrogation of its rights to those of the COUNTY in the event of any defense, set-off or claim which the COUNTY may have by reason of the failure of the CONTRACTOR to perform its contractual obligations to the COUNTY.

VIII. TAXES

The CONTRACTOR and its sub-contractors (if any) shall be responsible for the collection and payment of all taxes to the State of South Carolina, to the United States, or to other taxing authorities, including but not limited to payroll taxes, unemployment compensation assessments, withholding taxes, FICA contributions and withholdings.

IX. PROVISIONS FOR CLAIMS AGAINST THE CONTRACTOR

In the event the COUNTY shall receive, in writing, notice of any claims by sub-contractors, material men, suppliers, laborers, or mechanics on account of work performed, supplies or materials furnished, repairs performed, goods or equipment furnished at the request of the CONTRACTOR for use and equipment upon the project, the COUNTY shall have the option of:

- 1.) Withholding the amount of such claims until proof of payment has been furnished to the COUNTY by the CONTRACTOR in a form satisfactory to the COUNTY;
- 2.) To pay such sums into the Clerk of Court of Oconee County for distribution upon successful prosecution of such claims; or
- 3.) To include in any check or draft for payment due the CONTRACTOR the name of such claimant; until such time proof satisfactory to the COUNTY that such claim has in fact been satisfied and no further claims exist, all at the option of the COUNTY. At the completion of the project and the work to be performed by the CONTRACTOR, the CONTRACTOR agrees to execute, in writing, its affidavit that all sub-contractors, material men, mechanics, suppliers, and laborers have been paid in full and, at the request of the COUNTY, will further furnish to the COUNTY statements in writing by such sub-contractors, suppliers, material men, laborers or mechanics waiving their rights, if any, to file a claim or lien against the COUNTY by reason of such materials, supplies, labor, equipment or services performed on behalf of the CONTRACTOR regarding this project.

X. LABOR REGULATIONS

The CONTRACTOR agrees to comply with all labor laws of the United States of America and the State of South Carolina and to at all times maintain the safety of its employees as required by OSHA, MSHA and the South Carolina Department of Labor. The CONTRACTOR shall furnish to the COUNTY a copy of MSHA certificate of training for each employee and subcontractor that comes to the mine site.

XI. ASSIGNMENT

The duties and responsibilities of the CONTRACTOR as General Contractor may not be assigned without the prior written consent of the COUNTY, but nothing herein shall prevent the CONTRACTOR from sub-contracting a portion of the scope of the work, provided such sub-contractor shall be qualified within the meaning of this agreement, and such sub-contractor shall be subject to the terms and conditions hereof.

XII. INTERPRETATION AND VENUE

This contract shall be interpreted and construed under the laws of the State of South Carolina, and should any dispute arise by and between the parties, it is mutually understood and agreed that any litigation arising out of such dispute shall have, as its jurisdiction and venue, the Court of Common Pleas of Oconee County, South Carolina.

XIII. EXECUTION - ACKNOWLEDGEMENT

Each of the parties acknowledge its consent and agreement to the terms of this Contract by affixing hereto their Seals, over the hands of such of their officers as are authorized to contract on behalf of the parties, and each acknowledge receipt of an executed and signed copy hereof, which shall constitute an original.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed, and Delivered in the Presence of:

(As to COUNTY)

OCONEE COUNTY (Seal)

By: _____

T. Scott Moulder
County Administrator

(As to CONTRACTOR)

By: _____

Title: _____