

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: 17-100Q DATE: November 14, 2017

DEADLINE TO SUBMIT QUOTE: Wednesday, November 29, 2017 @ 2:00 PM

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

PROCUREMENT FOR: Heavy Equipment Rental for Roads and Bridges

DIRECT ALL INQUIRES TO: Tronda C. Popham, Assistant Procurement Director
Phone: (864) 638-4141
Fax: (864) 638-4142
E-mail: tpopham@oconeesc.com

QUOTES MAY BE SUBMITTED BY:

Email: tpopham@oconeesc.com
Fax: 864-638-4142
Mail: Oconee County Procurement
Attn: Tronda Popham
415 South Pine St
Walhalla, SC 29691

The County assumes no responsibility for delivery of quotes. It is the responsibility of the vendor to insure their quote was received.

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this quote. 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 quote or to the contract.

Questions may be submitted using the enclosed form or e-mailed to tpopham@oconeesc.com. Deadline for questions is November 21, 2017 @ 2:00 pm.

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

Robyn M. Courtright, CPPO
Procurement Director

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 quotes 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 quotes 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 Products & Completed Operations
 - \$500,000 Personal & Advertising Injury
 - \$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

Oconee County Roads and Bridges is seeking quotes from qualified vendors for the monthly rental (with no less than 160 run time hours for each machine in a 28 day period) of the following Heavy Equipment

- One (1) Dozer
- One (1) Articulated Truck

The award may be made to one or multiple vendors, whichever is in the best interest of the County, and quantities and rental times will vary, depending on project schedules.

This equipment will be rented on an as needed basis from December 1, 2017 to February 1, 2018. The awarded vendors will agree to hold the rental prices provided on the attached quote form for the time frame specified.

The County could choose to rent one or more pieces of the listed equipment at different time periods from multiple vendors.

1. SCOPE OF WORK

A. Dozer

- Minimum Engine 200 hp.
- Minimum Operating weight 45,000 lbs. Minimum Blade width 12'
- Minimum Blade height 45"
- Minimum Track shoe width 32"
- Minimum Width over tracks 8'
- Minimum Track length on ground 10'
- Minimum Blade capacity 5 cubic yds.
- Blade Type Power Angle Tilt (6 way blade)
- Track-frame configuration, LGP (Low Ground Pressure)

B. Articulated Truck

- Engine min: 300 net hp.
- Heaped cap. 21 cubic yds.
- Payload cap. 60,000 lbs.
- Max travel speed min: 25 mph
- Fuel cap. min 90 gal
- Tailgate please specify (Scissors Type if available)
- Dimensions min: length 31'
 - Width 9'
 - Height 11' 6"
 - Empty weight 42,000 lbs.

2. EQUIPMENT INSURANCE COVERAGE:

- The County may choose to cover the equipment on our insurance. If the County chooses to purchase the insurance through our carrier we will provide an insurance certificate to the awarded vendor.
- The bidder shall provide the monthly cost for insurance per piece of equipment in the space provided on the Quote Form.
- If your company has specific insurance requirements provide those requirements with your quote.

3. REQUIREMENTS OF THE AWARDED VENDOR(S)

- The awarded vendor(s) shall deliver the equipment within seven days of being notified to:
1220 Hwy 59, Fair Play, SC (Golden Corner Commerce Park)
- The equipment shall be delivered, set up and demonstrated to Oconee County employees to show how to operate the equipment and solve common issues
- While the equipment is onsite it shall be maintained and kept in good working order, at the owner's expense, throughout the rental term.
- The awarded vendor shall be responsible for repairs and replacements of any non-operational equipment within 48 hours.
 - In the event that a rented piece of equipment becomes inoperable the awarded vendor will have a mechanic onsite within 24 hours of notification of the issue.
 - If the equipment cannot be repaired within 48 hours a replacement will be delivered to the site within 48 hours of that determination
- Any time for repairs or replacement attributed to normal wear and tear of the equipment shall be credited to Oconee County and credited to the rental time.
- At the end of the rental period the awarded vendor shall return to Hwy 59, Fair Play, SC to disassemble and haul away the machines.
- All of the above requirements shall be included in the quote amount.

4. GENERAL

A. **Project schedule:** Delivery of rental equipment shall be made between December 1, 2017 and February 1, 2018. Definite dates will be determined after award has been made.

- a. Your quote shall factor in County Holidays and anticipated inclement weather days.

The rental period will have approximately 5 County Holidays where the equipment will not be operated.

- i. Christmas Eve - Friday, December 22 (expected observance)
- ii. Christmas Day - Monday, December 25
- iii. Day after Christmas - Tuesday, December 26
- iv. New Year's Day- Monday January 1
- v. Martin Luther King, Jr. Day- Monday, January 15

B. **Rental Agreement:** Provide a copy of your rental agreement with your quote submittal.

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Room 100, Walhalla, SC 29691
Phone: (864) 638-4141 / Fax: (864) 638-4142

QUOTE FORM

QUOTE NUMBER: RFQ 17-100Q DATE November 14, 2017

DEADLINE TO SUBMIT QUOTE: Wednesday, November 29, 2017 @ 2:00 PM

SUBMIT QUOTE TO: **Oconee County Procurement Office**
County Administrative Building, Room 100
415 S. Pine Street, Walhalla, SC 29691
tpopham@oconeesc.com
Fax: 864-638-4142

PROCUREMENT FOR: Heavy Equipment Rental for Roads and Bridges

DELIVERY LOCATION: 1220 Hwy 59, Fair Play, SC (Golden Corner Commerce Park)

STATE DELIVERY TIME AFTER RECEIPT OF ORDER: _____

Equipment	Brand / Model / Year	1 Month Rental Rate	3 Month Rental Rate	6 Month Rental Rate
A. Dozer				
Delivery and Pickup Fees				
Sales Tax				
Total				
Insurance Per Month				
	Brand / Model / Year	1 Month Rental Rate	3 Month Rental Rate	6 Month Rental Rate
B. Articulated Truck				
Delivery and Pickup Fees				
Sales Tax				
Total				
Insurance Per Month				

COUNTY OF OCONEE

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

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

QUOTE FORM CONTINUED

FIRM NAME: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ Title: _____

Print Signature: _____ Date: _____

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

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 #

S. C. CONTRACTOR'S LICENSE #

Remittance Address

City, State, Zip

Phone #

Toll-Free Phone #, if available

Federal Tax ID Number

SC Sales and Use Tax Number



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

I-312
 (Rev. 7/25/06)
 8228

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

The undersigned non-resident 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 if 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 12-8-44 (3) (5) (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) (Sworn) _____ Date _____

If Corporate officer state title: _____

 (Name - Please Print)

33231010

BIDDER'S QUESTION SUBMITTAL FORM

**FOR QUESTIONS RELATED TO QUOTE # 17-100Q,
Heavy Equipment Rental for Roads and Bridges**

Deadline for submitting a question is November 21, 2017 @ 2:00 PM.

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

Name: Tronda C. Popham
Title: Assistant Procurement Director
E-mail: tpopham@oconeesc.com
Phone: 864-638-4141

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

Company Name: _____ Date: _____

Address: _____

Contact Person: _____

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

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