

**REQUEST FOR PROPOSALS
17-02
Mobile Mine Duty Crushing Plant**



**Oconee County, SC
Issued: March 2, 2018**

Procurement Office
415 South Pine Street
Walhalla, SC 29691

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

OCONEE COUNTY, SOUTH CAROLINA

MOBILE MINE DUTY CRUSHING PLANT

RFP DUE DATE/TIME: **April 3, 2018 at 2:00pm EST**

RFP NUMBER: **17-02**

POINT OF RECEIPT: Procurement Office, Room 100
Attn: Robyn Courtright
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 eight (8) 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 rcourtright@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 Contract for the purchase of a Mobile Mine Duty Crushing Plant for the Quarry is entered by the County.

2) PURPOSE

- a) The County seeks proposals from qualified organizations to provide a Mobile Mine Duty Crushing Plant 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 nine (9) sealed proposals, one clearly marked as “Original”, and eight (8) 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 **April 3, 2018 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 be a Non-Mandatory Pre-Proposal Meeting on March 20, 2018 at 2:00pm** at the Quarry Office, 686 Rock Crusher Road, Walhalla, SC 29691. Due to the importance of all proposers having a clear understanding of the scope and requirements for this purchase, it is highly recommended that you attend this meeting. Any changes that may be agreed upon as a result of this meeting will be noted in an

addendum to the RFP and posted on our website, www.oconeesc.com. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of the County. Oconee County shall not be legally bound by any amendment or interpretation that is not in writing. Each proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the delivery and installation of the equipment under the conditions of this RFP. The failure or omission of a proposer to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFP.

- f) **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 March 23, 2018 at 2:00 pm EST. All questions relating to this RFP or the trade in equipment must be submitted via email to Robyn Courtright at rcourtright@oconeesc.com before the above deadline.**
- g) It is the intent and purpose of the County that this solicitation promotes 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.
- h) 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.
- i) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- j) Failure to submit all required information may be determined as a non-responsive proposal.
- k) 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) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the Procurement Department prior to the time set for proposal opening.
 - ii) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the County, shall be permitted.
 - iii) Except as otherwise allowed by law, 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.
- l) 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 determine whether the variance is sufficient to warrant rejection of 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 its proposal which it believes contains proprietary information, which 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 the Proposer agrees by submitting its proposal that no claim or 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.
- m) This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Director.
- n) 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 and applying the percentages as set forth in **Exhibit A** to this Section 1. 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 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. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the County. As further outlined below, the award, if any, 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, ability to provide support, overall cost, and the Proposer's references. Prior to award, the County may conduct such further discussions and negotiations as contemplated by, and allowed for under, Oconee Code § 2-431.

The County reserves the right to reject all proposals or accept such proposals, as appears in its 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.

6) GENERAL INFORMATION AND REQUIREMENTS

a) **AFFIRMATIVE ACTION.**

The Successful Proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.

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 it cannot complete its response without additional information, it 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) Oral explanations and/or instructions given before the award shall not be binding on the County. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided 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 an authorized representative of 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, email (with signed amendment scanned and attached in PDF), or via 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, 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 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 herein.

ii) If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Oconee County. Oconee County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the County and the successful Proposer will incorporate 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 best interest.
 - ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in responses 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 of this RFP.
 - iv) The County may reject any proposal that fails to conform to the essential requirements of this 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 this RFP 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 is given and a determination otherwise 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 documents 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 such a proposal.
- 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. 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 to the grievance.

- 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.
 - 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 an award under this RFP 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. A breach or violation of this covenant, may result in the County annulling any 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 the 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. This clause does not limit the County's right to pursue any other claims or damages available at law or in equity.
- 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, nor

the County's authorization of Proposer's agreement with a subcontractor, the 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 present 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 any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold 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**

i) **Coverage 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 pursuant to the award stemming from this RFP by the Successful Proposer, its 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:

\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations
\$2,000,000 Personal & Advertising Injury
\$2,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$10,000 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.

ii) **Insurance Coverage Provisions:**

- (1) Oconee County, its officers, officials, employees, agents, and volunteers shall be added as "additional insureds," as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- (2) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

- (3) The Successful Proposer shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part.
- (4) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- (5) All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (6) 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.
- (7) 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 for which the parties may be held liable by reason of negligence or otherwise.
- (8) 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 to bind coverage on its behalf - if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- (9) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of South Carolina, 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.

q) STATEMENT OF COMPLIANCE AND ASSURANCES.

- i) Proposers shall be required to certify in writing, that the firm or agency represented in the proposal submitted complies with all applicable federal, state, and local laws/regulations.
- 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 (see **Exhibit B** following this Section 1), along with other statements and certifications shall be provided to Proposers and be part of each response.

r) DRUG FREE WORKPLACE ACT.

It is the intent of the County to comply with the requirements of South Carolina's "Drug-free Workplace Act" as set forth in S.C. Code 44-107-10, et seq., and shall apply the same to all procurement actions involving an award for Fifty Thousand (\$50,000.00) dollars 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 (see **Exhibit C** following this Section 1). 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) QUARRY IS EXEMPT FROM SOUTH CAROLINA SALES TAX.

The Oconee County Quarry is exempt from paying sales tax for this item. Do not include any sales tax

in your cost proposal. Proof of exemption status will be provided to the successful proposer.

u) FAILURE TO SUBMIT PROPOSAL.

Recipients of this solicitation not responding with a proposal should return the “No Proposal” form attached as **Exhibit D** following this Section 1). 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/Bidder list.

v) NON-APPROPRIATION

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the 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 arises out of causes beyond the control and without fault or negligence of the Proposer, including unavoidable delays occasioned by strikes, lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either party hereto. 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 event 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 strictly 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 from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney’s fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer’s work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies 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 costs and attorney’s fees that may be incurred by the County in connection with any such claim or suit or in enforcing the

provisions of this paragraph.

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 demonstrate sufficient 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 award. The County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. 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 perform. 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 contemplated under this RFP. 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 RFP or any agreement reached with the County.

bb) PUBLICITY RELEASES.

Proposer agrees not to refer to award of the Agreement 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 written approval by the County. With regard to news releases, only the name of the County, type and duration of Agreement may be used and then only with prior written approval by 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, and only then with express written permission, noting that the content of the quote is accurate.

cc) SEVERABILITY.

If any term or provision of this RFP or any agreement resulting from this RFP shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of this RFP or of such 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** (to this Section 1) must be completed by any Proposers that are not residents of the state of South Carolina.

ee) ILLEGAL IMMIGRATION REFORM ACT.

By submitting a Proposal, the Proposer certifies that it 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 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, of any tier, to the Successful Proposer; or (b) the Successful Proposer and any subcontractor, of any tier, to 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 of its agreement(s) with the County, 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 RFP, the party 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 a Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under, and/or related to, this RFP, the Proposal, and any agreement reached between Proposer and the County, 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. 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 and certify the destruction and/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.

The Proposer shall indemnify and hold harmless and defend the County 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: _____
Title: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT A to SECTION 1

RFP # 17-02 MOBILE MINE DUTY CRUSHING PLANT

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. 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. Specifications Compliance – 30%**
- 2. Cost Requirements – 30%**
- 3. Parts Availability & Warranties - 25%**
- 4. Capabilities of Firm, Experience, Training & References - 15%**

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 RFP 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 RFP.

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 to SECTION 1

RFP # 17-02 MOBILE MINE DUTY CRUSHING PLANT

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 it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, 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; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 4 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
(b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; 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 RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
(d) The Proposer has not colluded with other Proposers possibly interested in this RFP 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: _____

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 _____, 2018.

Notary Public for _____

My Commission Expires: _____

EXHIBIT D to SECTION 1

RFP # 17-02 MOBILE MINE DUTY CRUSHING PLANT

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:

**Robyn Courtright, 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: _____
Title: _____



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

I-312
(Rev. 7/28/08)
3323

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

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
 The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (D) (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

Oconee County is seeking proposals for a Mobile Mine Duty Crushing Plant for the Oconee County Quarry as per the minimum specifications contained herein. This plant must meet the following general minimum specifications:

- Must be dual powered – electric and diesel Tier 3 or above engine
- Must be mobile
- Must produce a minimum of 650 Standard tons per hour (not metric tons) through the Jaw Crusher
- Must produce a minimum of 200 Standard tons per hour of #57: 1 inch clean stone - while simultaneously producing five other products as listed:
 - Crusher Run 1 ½ inches
 - 2 inch x 3 inch Surge
 - Screenings
 - 789: 3/8 inch x ½ inch
 - Asphalt Sand
- Must produce Class A Rip Rap (4” – 8”) in addition to other listed products
- Crusher run must meet SCDOT specifications for Macadam Base for gradation
- #57 and #789 must meet state standards for flat or elongated particles
- Must meet all MSHA safety standards
- Must meet all DHEC regulations on dust suppression

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 forty two (42) years. Mine property consists of approximately ninety (90) acres. The Quarry has blasted an average of 482,000 tons per year for the past five (5) years with a frequency of approximately two (2) times each month.

Today the Quarry produces about 300 tons of crushed stone per hour and sells approximately 530,000 tons annually. The current crushing plant utilizes multiple components to produce over ten different products. The main components are the Jaw, conveyor belts; two Cone Crushers and two Screen Decks. Below is a listing of the current crushing components:

- 1981 TelSmith Screen Deck
- 1988 TelSmith 44 Gyratory Cone Crusher – replaced in 2016 – see below
- 1997 Simplicity Screen Deck
- 1998 TelSmith 30 x 55 Jaw Crusher
- 2000 TelSmith Grizzly Feeder
- 2000 TelSmith 52 Gyratory Cone Crusher – replaced with retrofit in 2014
- 2014 TelSmith 52 Gyratory Cone Crusher (retrofit)
- 2016 TelSmith 44 SBS Gyratory Cone Crusher

When running at full capacity the existing stationary plant is unable to produce the quantity of product needed for the current customer base and meet demand for products. Unscheduled downtime has a significant impact on production. After considerable research and discussion, Quarry staff is recommending the purchase of a Mobile Mine Duty Crushing Plant to help increase production and supplement the existing aging stationary plant.

SECTION 3 SPECIFICATIONS

It is not the intention of these specifications to write out any vendor or manufacturer of similar or equal equipment of the types specified. It should be noted that these specifications are written around the specific needs of the Oconee County Quarry. Price will not be the only consideration in making an award. Award shall be recommended for the proposer that comes closest to meeting specifications, while at the same time providing the highest quality, longest lasting Mobile Mine Duty Crushing Plant at the most competitive price.

3.101 Instructions and General Specifications

Proposer shall indicate in the space provided after each specification description if their proposal complies with the specification by checking "Yes" or "No" box. If "No" is checked, then an explanation is to be provided on a separate page and labeled with the number of the section and page number. Exceptions can be allowed if they are equal to or superior to the minimum specifications listed. **Proposers should return a copy of all of Section 3 with the "Manufacturer Complies" boxes checked "Yes" or "No".**

Proposers shall pay special attention to the organization of this section to be sure that all Specification sections that require any additional information are included, numbered to match the corresponding section and kept in order.

3.102 Bond 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 Proposal amount. The Bid bond penalty may be expressed in terms of a percentage of the price or may be expressed in dollars and cents.

OTHER ACCEPTABLE METHODS:

A. 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 offerors after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

B. 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.

FAILURE TO SUBMIT CORRECT BID GUARANTEE MAY RESULT IN REJECTION OF YOUR PROPOSAL. OWNER - COUNTY OF OCONEE

Manufacturer Complies: Yes No

PERFORMANCE AND PAYMENT SURETY: The successful Proposer shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. 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.

Manufacturer Complies: Yes No

3.103 Delivery and Training A detailed response to this section is required in section **4.600**

- The Mobile Mine Duty Crushing Plant shall be delivered to the Oconee County Quarry, 686 Rock Crusher Road, Walhalla, SC, 29691. State delivery time after receipt of order.
- The County requires a complete "turn key" operation with all equipment fully installed and operational.
- A qualified team of individuals representing the company shall deliver the plant and remain for a sufficient length of time to instruct personnel in the proper operation, care and maintenance of the equipment delivered.
- Proposed price shall include training of County personnel, including operators and mechanics prior to placing equipment into service. Training shall be conducted in a timely flexible manor to address the needs of all personnel.
- Provide, in detail, how the County's training needs will be met and what type training you will be providing.
- If additional training is needed at a later date, explain where this training will be held and how this will be handled. Include any costs for additional training (if any).
- Minimum of fourteen (14) days of onsite training to include operation, application, service, parts and maintenance.

Manufacturer Complies: Yes No

3.104 Quality and Workmanship

The design of the Mobile Mine Duty Crushing Plant shall embody the latest approved engineering practices. The workmanship shall be of the highest quality in its respective field. All equipment furnished shall be guaranteed to be new and of current manufacture, to meet all requirements of these specifications. All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functioning plant.

Manufacturer Complies: Yes No

3.105 Factory Inspection Contingency

Final Inspection Trip

At least one inspection trip for up to four (4) members designated by the County shall take place at the manufacturing facility of the successful proposer prior to completion. The vendor shall be responsible for all expenses, including travel, lodging and meals.

Manufacturer Complies: Yes No

3.106 Oconee County Quarry will provide the following assistance:

- Rental crane if needed for lifting equipment during installation

- Other lifting equipment can be made available on site
- Two Quarry employees will be available to assist with the installation
- Electric service provider (Blue Ridge Electric) and an electrician will be on site to assist with the installation

3.200 Required Documentation

3.201 Operation and Maintenance Manuals- Electronic & Written

Two (2) copies of all operator, service, and parts manuals in English MUST be supplied at the time of delivery in electronic format (USB or CD-ROMs) and in written format - The manuals shall include the following information:

Operating Instructions, descriptions, and specifications,

Instructions regarding the frequency and procedure for recommended maintenance.

Maintenance instructions

Parts listing with descriptions and illustrations for identification.

Warranty descriptions and coverage.

These electronic manuals shall be accessible from any computer operating system capable of supporting portable document format (PDF). Permanent copies of all pertinent data shall be kept on file at both the local dealership and at the manufacturer's location.

Manufacturer Complies: Yes No

3.202 Operator Manual –

An operator manual that explains all the functions of the plant must be provided. Manual should be able to be stored where operator can easily access it.

Manufacturer Complies: Yes No

3.203 Specifications “Cut Sheet”

A specifications sheet from the manufacturer shall be submitted with each proposal. All specifications listed as “standard” shall be included at no additional charge on the plant as specified.

Manufacturer Complies: Yes No

3.204 Technical Information

Proposer shall furnish free of charge, upon request, technical information, graphs, charts, photographs, engineering diagrams, certifications, instruction guides, or other documentation as requested to show that the equipment offered fully complies with these specifications.

Manufacturer Complies: Yes No

3.205 Drawings to be Submitted with Proposal

A scale drawing of each component being proposed shall be submitted WITH THE PROPOSAL. Drawings of similar units or demo units shall not be permitted. Proposers should be clear that this provision is requiring a SCALE drawing of the equipment which is actually being proposed.

Manufacturer Complies: Yes No

3.206 Electrical Wiring Diagrams

Two (2) electrical wiring diagrams, both electronically and written, **shall be provided in paper format at time of delivery.**

Manufacturer Complies: Yes No

3.300 Specifications – The intent of these specifications is to describe the minimum requirements for a Mobile Mine Duty Crushing Plant with the following general minimum specifications:

- Must be dual powered – electric and diesel Tier 3 or above engine
- Must be mobile
- Must produce a minimum of 650 Standard tons per hour (not metric tons) through the Jaw Crusher
- Must produce a minimum of 200 Standard tons per hour of #57: 1 inch clean stone - while simultaneously producing five other products as listed:
 - Crusher Run 1 ½ inches
 - 2 inch x 3 inch Surge
 - Screenings
 - 789: 3/8 inch x ½ inch
 - Asphalt Sand
- Must produce Class A Rip Rap (4” – 8”) in addition to other listed products
- Crusher run must meet SCDOT specifications for Macadam Base for gradation
- #57 and #789 must meet state standards for flat or elongated particles
- Must meet all MSHA safety standards
- Must meet all DHEC regulations on dust suppression

Manufacturer Complies: Yes No

Quarry staff has reviewed several different manufacturers’ specifications for a Mobile Mine Duty Crushing Plant and feel that the below components will meet the Quarry’s minimum requirements:

3.301 Diesel/Electric Mobile Primary Jaw Crushing Plant

- Diesel/Electric Mobile Primary Jaw Crushing Plant
 - Must produce a minimum of 650 Standard tons per hour (not metric tons) through the Jaw Crusher
 - Incoming feed gradation shall be 24” minus for output calculations
 - Must accept a minimum of 38” single grain feed, with closed side setting of 9” or above
 - Must have wireless remote control operation
 - Must have an appropriately sized dual control hydraulic hammer
 - Must have adequate adjustable LED lighting
 - Must have a minimum hopper capacity of 39 cubic yards and have hopper wall extensions
 - Must have a heavy duty scalping pre-screen

Manufacturer Complies: Yes No

3.302 Diesel/Electric Mobile Secondary Cone Plant

- Diesel/Electric Mobile Secondary Cone Plant - minimum feed size 12 inches
 - Must have metal detection to ensure metals are not introduced into the crushing chamber
 - Must have magnet
 - Must have adequate adjustable LED lighting

Manufacturer Complies: Yes No

3.303 Diesel/Electric Mobile Tertiary Cone Plant

- Diesel/Electric Mobile Tertiary Cone Plant – minimum feed size 8 inches
 - Must have metal detection to ensure metals are not introduced into the crushing chamber
 - Must have magnet
 - Must have adequate adjustable LED lighting

Manufacturer Complies: Yes No

3.304 Diesel/Electric Mobile Quaternary Cone Plant

- Diesel/Electric Mobile Quaternary Cone Plant – if necessary to meet production expectations
 - Must have metal detection to ensure metals are not introduced into the crushing chamber
 - Must have magnet
 - Must have adequate adjustable LED lighting

Manufacturer Complies: Yes No

3.305 Diesel/Electric Mobile Screen Plants

- Diesel/Electric Mobile Screen Plants (2) appropriately sized to be comparable to other proposed equipment
 - Must have adequate adjustable LED lighting

Manufacturer Complies: Yes No

3.306 Mobile Stacker Conveyors

- Mobile Stacker Conveyors (3) appropriately sized
 - Must have adequate adjustable LED lighting

Manufacturer Complies: Yes No

3.400 Warranty

3.401 Minimum 1 Year Warranty

- The Mobile Mine Duty Crusher Plant manufacturer shall provide a full 1-year minimum warranty.
- State exactly what the one year warranty covers and for how long (one year from delivery or 2,000 hours or whichever comes first, etc).
- All components shall be covered against defects in materials or workmanship for a 1-year period.
- All components covered by separate suppliers shall maintain the warranty as provided by the component supplier.
- Copies of all warranty documents shall be provided with the proposal.

Manufacturer Complies: Yes No

3.402 Extended Warranties

Provide detailed information explaining any extended warranties that are available.

- Include all warranty information: length of warranty, exactly what is covered.
- Will warranty work be performed on site at the Quarry?
- Provide cost information for each extended warranty quoted.
- Is loaner equipment provided? If so, under what conditions?

Manufacturer Complies: Yes No

SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: _____

To: Procurement Director for Oconee County

Re: RFP 17-02 Mobile Mine Duty Crushing Plant

1. Pursuant to RFP # 17-02, including all accompanying and referenced documents, the undersigned submits the following:

1. 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.
2. 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.
3. 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 Contract.
4. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, and is attached.

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:

4.100 COMPLIANCE WITH SPECIFICATION REQUIREMENTS

Each proposal shall contain reference to all specification requirements listed in Section 3. Each numbered item should be clearly identified and marked "Yes" or "No" for compliance with the stated specifications. If the section requires additional information to be submitted, it should clearly be identified with the matching number from that section. If any specifications are marked "No" for compliance, the proposer should list exception on a separate page and clearly explain. Please pay particular attention to the organization of this section and be sure that any exceptions or alternates are clearly labeled, numbered to match the correct section and fully explained. If any pictures or diagrams are included with this Section, be sure that they are labeled with a number to correspond to the section that is pictured.

4.200 COST REQUIREMENTS

4.201 Cost Sheet

Completely fill out the cost sheet provided below in US Dollars. Use additional pages as necessary.

It is not the intention of these specifications to write out any vendor or manufacturer of similar or equal equipment of the types specified. It should be noted that these specifications are written around the specific needs of the Oconee County Quarry. Price will not be the only consideration in making an award. Award shall be recommended for the proposer that comes closest to meeting specifications, while at the same time providing the highest quality, longest lasting Mobile Mine Duty Crushing Plant at the most competitive price.

If any optional equipment is available that will enhance the minimum requirements, you may list and explain these options separately.

Clearly explain any payment terms. If partial payment is required at different stages of construction of the equipment, clearly state this and explain. It should be clearly understood from the cost proposal below, all costs associated with the equipment.

Description	Quantity	Unit Price	Total Amount
3.301 Diesel/Electric Mobile Primary Jaw Plant	1 each		
3.302 Diesel/Electric Mobile Secondary Cone Plant –feed size minimum 12 inches	1 each		
3.303 Diesel/Electric Mobile Tertiary Cone Plant –feed size minimum 8 inches	1 each		
3.304 Diesel/Electric Mobile Quaternary Cone Plant – <u>if necessary</u> to meet production expectations. Must be compatible with other specified equipment	1 each (if necessary)		
3.305 Diesel/Electric Mobile Screen Plants	2 each		
3.306 Mobile Stacker Conveyors	3 each		
ALTERNATES - List on a separate page any alternate equipment proposed with individual costs for each item			
WARRANTY – List on a separate page any costs for additional extended warranties as explained in Section 3.4			
TRAINING – List on a separate page any costs associated with initial training and costs for any future additional training			

4.300 SERVICE AND SUPPORT REQUIREMENTS

4.301 Manufacturer's Service Requirements

To insure the purchase of a source of service and parts over the anticipated life of the Mobile Mine Duty Crushing Plant, the proposer shall have established their permanency in the industry and include in the proposal a description of their service abilities and facilities. The manufacturer must stock a complete line of all parts for this equipment. Location of manufacturing plant and nearest service facility must be outlined in the proposal.

4.302 Service and Service Work

All warranty and service work shall be conducted on site at the Oconee County Quarry. If the equipment has to be moved to a service facility outside the county, all personnel and associated costs shall be the responsibility of the manufacturer/dealer. **LOANER EQUIPMENT MUST BE PROVIDED FOR ANY WARRANTY EQUIPMENT DOWN FOR MORE THAN 48 HOURS.** Parts shall be available directly from the manufacturer/dealer for the life of the equipment. Explain in detail how all service and outside warranty work will be handled, and what items (if any) will be the responsibility of the County.

4.303 Availability of Parts -

The Quarry is very concerned about the availability of parts for routine maintenance as well as parts needed for an emergency repair if the manufacturer of this equipment may be located in another Country. Describe in detail what your firm has in place to address these issues. Will parts be able to be stored at the Quarry site and not charged until used? What is the worst case scenario for getting an emergency repair part on site? What can be put into place to insure that the equipment will not experience significant down time while waiting on a part to arrive.

4.400 WARRANTY REQUIREMENTS - Response to section 3.400 Warranties

Each proposal shall include printed manufacturer warranty forms in exact compliance to the warranties requested in Section 3.400 – Warranties. All warranties shall be submitted and certified by manufacturers. Warranties by sales representatives, manufacturer's representatives or other agencies shall not be accepted.

For any service done during the warranty period, proposal should state where the warranty work will be done. Include a statement describing who will perform all warranty work and the location of where the warranty work will be performed. Clearly state who is responsible for transporting the equipment to and from an off-site location, if necessary. The Quarry prefers to have all warranty work done on site if possible.

Provide answers for all questions stated in the Warranty Section 3.401 and 3.402.

4.500 CAPABILITY OF THE FIRM AND REFERENCES

4.501 Manufacturer and Dealer Background

Proposers shall provide a brief background of their firm including the location and years in business for the manufacturer and dealer. This section should state the location where the Mobile Mine Duty Crushing Plant will be manufactured.

4.502 References

Proposals shall include a reference/customer list that includes **other locations** that currently operate the same/similar model number of Mobile Mine Duty Crushing Plant being proposed and have accepted delivery **within the last five years.** Preference may be given to other quarries similar in size to the Oconee County Quarry.

Also from the above overall reference list, include a minimum of three references that the County may contact. Include the contact person's name, Quarry or Company name, location and email address.

4.600 DELIVERY AND TRAINING Response to Section 3.103

The delivery time will be when the Oconee County Quarry accepts delivery of the Mobile Mine Duty Crushing Plant, ready for service and accepted per all the terms and conditions and specifications of this RFP. State the delivery time from receipt of an approved Purchase Order.

Explain completely how all delivery requirements stated in Section 3.103 will be met.

Explain in detail how the training requirement stated in Section 3.103 will be met and the qualifications and number of personnel performing the training

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: _____

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 date(s), name(s), and address(es) 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, explain: _____

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 Yes, explain: _____

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 Yes, explain: _____

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: _____

Telephone: _____

Email: _____

Contact Person: _____

Type of Equipment: _____

Contract Amount: _____

Name: _____
Address: _____
Telephone: _____
Email: _____
Contact Person: _____
Type of Equipment: _____
Contract Amount: _____

Name: _____
Address: _____
Telephone: _____
Email: _____
Contact Person: _____
Type of Equipment: _____
Contract Amount: _____

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

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

3. How many employees are in your company? _____

4. 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 _____ , 2018.

Notary Public for _____

My Commission Expires: _____

SECTION 6 OTHER

All inquiries concerning this proposal shall be addressed to:

Robyn Courtright, 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: rcourtright@oconeesc.com

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