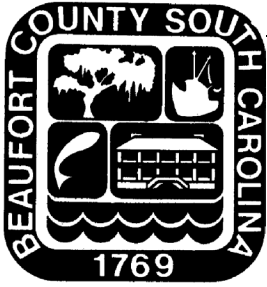


THIS IS NOT AN ORDER

□

Dates Advertised:
September 27, 2023



**INVITATION
FOR QUOTES
(IFQS)**

FORMAL SEALED QUOTE () REQUEST FOR QUOTE (X)

We require Quotes/quotes to be electronically submitted through our Vendor Registry Program. Please go to www.bcgov.net and sign up to submit your Quote.

(FAX QUOTE NOT ACCEPTED)

*QUOTES WILL BE RECEIVED UNTIL 3:00 P.M.

Quote/Quote No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope or electronic quote)

ON:

October 12, 2023

Invitation for Quotes #101223

LOCAL TIME-THEN PUBLICLY OPENED IF SEALED QUOTE

Invitation for Quotes for One center pivot backhoe loader for Beaufort County Public Works Dept.

PREQUOTE CONFERENCE: Not Applicable

David L. Thomas, CPPO
Purchasing Director

Mailing Date

SUBMIT QUESTIONS THROUGH:
Vendor Registry
at least calendar 5 days before quote opening.

VENDOR NAME

REASON FOR NO QUOTE

VENDOR MAILING ADDRESS

Amend Number(s) Received:

CITY-STATE-ZIP-CODE

S.C. TAX NO.

Telephone Number ()

FEDERAL I.D. OR SOCIAL SECURITY NO.

Toll-Free Number ()

Fax Number ()

I certify that this Quote is made without prior understanding, agreement, or connection with any corporation, firm or 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 aQuotee by all conditions of this Quote and certify that I am authorized to sign this Quote for the Vendor.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPE/TITLE)

IF A SUMMARY OF QUOTES IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

QUOTE/Quote ACCEPTANCE AND DELIVERY (Prices Quote must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this Quote is accepted within 30 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery by the date specified within the scope after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order. If applicable provide the awarded supplies/items for a one year contract at firm fixed prices from the date of the award.

IMPORTANT

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,
SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

* Quotes/Quotes received after the time specified for opening cannot be considered.

Background:

Beaufort County’s Public Works Department is requesting a quote for center pivot backhoe loader.

Scope of work and Minimum Specifications:

Provide One center pivot backhoe loader. Specs on the following pages.

Product Specifications for center pivot backhoe loader	
ENGINE	
Net Power – SAE J1349	92 HP
Displacement	220 in ³
Engine Model	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled
Net Power Rating at 2,200 rpm – ISO 9249	91 HP
Power Rating Conditions – No De-Rating Required up to	10000 Ft.
Net Torque Rise – 1,400 rpm – SAE J1349	47%
Ratings at 2,200 rpm – Gross Power SAE J1995	102 HP
Ratings at 2,200 rpm – Gross Power ISO 14396	100 HP
Net Power Rating at 2,200 rpm – SAE J1349	92 HP
Net Torque Rise – 1,400 rpm – SAE J1349	322 ft-lb
Emissions	Engine meets Tier 4 Final/Stage V Emission
Net Peak Power – 1,800 rpm – ISO 9249	105 HP
Dimensions – Bore	3.86 in
Dimensions – Stroke	4.72 in
Net Peak Power Rating @ 1,800 rpm – SAE J1349	105 HP
WEIGHTS	
Operating Weight – Maximum	24251 lb
Cab – ROPS/FOPS	320 lb
Ride Control	33 lb
Air Conditioning	99 lb
Note:	Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m ³ (1.25 yd ³) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb)

	operator, full fuel tank
MP Bucket (0.96 m³/1.25 yd³) – With fold-Over Forks	2017 lb
Operating Weight – Maximum – ROPS Capacity	24251 lb
MP Bucket (0.96 m³/1.25 yd³) – Without Fold-Over Forks	1642 lb
Power-Shift Transmission	STD
Extendible Stick (excludes ft. counterweight)	595 lb
Counterweights, Base-Maximum	1014 lb
Counterweights, Base	256 lb
Loader QC	540 lb
All-Wheel Drive	STD
Operating Weight (estimated)	17271 lb
Counterweights, Base-Stackable, One	529 lb
BACKHOE	
Dig Depth – Standard	14 Ft
TRANSMISSION	
Power-Shift Transmission With LTC – Optional – Forward – 2nd	5.8 mile/h
Power-Shift Transmission with LTC – Optional – Forward – 6th LTC*	25 mile/h
Power-Shift Transmission – with LTC – Optional – Forward – 5th LTC	18 mile/h
Power-Shift Transmission – Standard – Forward – 3rd	12 mile/h
Power-Shift Transmission – Standard – Reverse – 2nd	7.7 mile/h
Power-Shift Transmission with LTC – Optional – Reverse – 3rd	17 mile/h
Power-Shift Transmission – Optional – Forward – 2nd	5.8 mile/h
Power-Shift Transmission – Optional – Reverse – 1st	3.7 mile/h
Power-Shift Transmission with LTC – Optional – Forward – 4th	12 mile/h
Power-Shift Transmission Standard – Forward – 1st	3.7 mile/h
Power-Shift Transmission with LTC – Optional – Forward – 5th	17 mile/h
Power-Shift Transmission – Optional – Reverse – 2nd	7.7 mile/h
Power-Shit Transmission with LTC – Optional – Reverse – 1st	3.7 mile/h
Power-Shit Transmission with LTC – Optional – Forward – 1st	3.7 mile/h
Power-Shift Transmission – Optional –	

Reverse – 3rd	17 mile/h
Power-Shift Transmission – Standard – Reverse – 1st	3.7 mile/h
Power-Shift Transmission – Optional – Forward – 3rd	8 mile/h
Power-Shift Transmission – Standard – Reverse – 3rd	17 mile/h
Power-Shift Transmission with LTC – Optional – Forward – 6th	25 mile/h
Power-Shift Transmission – Standard – Forward – 4th	25 mile/h
Power-Shift Transmission – Standard – Forward – 2nd	5.8 mile/h
Power-Shift Transmission with LTC – Optional – Forward – 3rd	8 mile/h
Power-Shift Transmission with LTC – Optional -Reverse – 2nd	7.7 mile/h
Power-Shift Transmission – Optional – Forward – 6th	25 mile/h
Power-Shift Transmission – Optional – forward – 4th	12 mile/h
Power-Shift Transmission – Optional – Forward – 5th	17 mile/h
Power-Shift Transmission – Optional – Forward – 1st	3.7 mile/h
Note (2)	*Limited by engine speed to 40 km/h (25 mph)
Note (1)	Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires
AXLE RATINGS	
Rear Axle – Dynamic	22046 lb
Front Axle, AWD – Dynamic	19841 lb
Front Axle, AWD – Static	51808 lb
Rear Axle – Static	58422 lb
HYDRAULIC SYSTEM	
Pump Type	Variable-flow, Axial Piston
System Pressure – Loader	3626 psi
Pump Capacity at 2,200 rpm	49.4 gal/min
System Pressure – Backhoe	3626 psi
Type	Closed Center
STEERING	
Bore	2.6 in
Turning Circle - (Inner wheel not braked)	

– Outside Front Wheels	26.92 ft
Turning Circle – (Inner wheel not braked) – Outside Widest Loader Bucket	35.25 ft
Power Steering	Hydrostatic
Rod Diameter	1.6 in
Type	Front Wheel Steering
Stoke	4.2 in
Axle Oscillation	11°
Cylinder	One Double-Acting
SERVICE REFILL CAPACITIES	
Fuel Tank	42.3 gal (US)
Engine Oil – With Filter	2.4 gal (US)
Hydraulic Tank	11.1 gal (US)
Hydraulic System	25.1 gal (US)
Cooling System with Air Conditioning	4.8 gal (US)
Rear Axle	4.2 gal (US)
Diesel Exhaust Fluid (DEF)	5 gal (US)
Rear Axle – Planetaries	0.4 gal (US)
Transmission – Power Shift – AWD	5 gal (US)
Transmission – Power Shuttle – AWD	4.8 gal (US)
Front Axle (AWD) – Planetaries	0.2 gal (US)
Front Axle (AWD)	2.9 gal (US)
420 XE STANDARD EQUIPMENT	
420 XE OPTIONAL EQUIPMENT	
Adjustable auxiliary controls, backhoe loader	Auxiliary hydraulics, loader, adjustable flow
Air Cleaner	Auxiliary hydraulics, rear, adjustable flow
Alarm, back-up	Battery, additional, 850 CCA
Audible system fault alarm	Cab, deluxe
Automatic Engine Speed Control (AESC)	Cold weather fuel (-30° C/22° F)
Battery, maintenance-free, 850 CCA	Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/22° F) and mounting for an ether bottle
Battery Disconnect Switch	Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
Boom Transport Lock	Fenders, front with integral steps
Brace, lift cylinder	Guard, boom protection plate
Brake, parking, Spring Applied Hydraulically Released (SAHR)	Guard, stabilizer, rock
Brakes, hydraulically boosted, oil disc, dual pedals, interlocking	Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for MP or quick coupler)
Bucket level indicator	Hydraulic valves, backhoe (5th and 6th

	function)
Canopy, ROPS/FOPS	Hydraulic lines, combined function auxiliary
Cat Cushion swing system	LED lights, working (2 front, 2 rear)
Coat restraint	Quick Coupler, hydraulic, dual lock
Coolant/antifreeze, extended life	Quick Coupler, manual, dual lock
Dome light (cab only)	Quick Coupler, manual, pin lock
Diagnostic port for engine, machine and gauge cluster electronic Control Modules	Radio and CD player, Bluetooth®
Differential lock, loader joystick	Ride Control
Drink holder, two	Rotating beacon, magnetic mount
Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective	Seat, air suspension, fabric with armrest
Catalytic Reduction, Diesel Oxidation Catalyst (DOC)	Seat, air suspension, fabric with armrest, heated
Engine Enclosure, sound suppression, removable side panels	Seat belt, retractable, 75 mm (3 in)
Face Seals, O-ring	Security system, Bluetooth
Fan suction and guard	Security system, operator display
Fast reversing shuttle, all gears	Side mirrors, cab, external
Fenders, rear	Single Tilt Loader Coupler, Integrated Tool Carrier (IT) interface
Filters, spin-on: fuel, engine oil, transmission oil, water separator	Stabilizer pads, reversible
Filters, bowl and cartridge: hydraulic fluid	Stick, extendible
Flashing hazards/signal lights	Touch screen LCD Display: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info Transmission, Auto Shift with lock-up torque converter, 6 speed Vandalism protection, gauge cover
Floor mat	Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors.
Four-wheel drive	
Four-wheel drive shaft guard	
Fuel tank, fully enclosed	
Fully hinged front grill for cooling package cleaning access	
Gauge cluster: coolant temperature fuel	

level, torque converter temperature, DEF level	
Ground level fuel fill and DEF fill	
Halogen lights, working (2 front, 2 rear)	
High ambient cooling package	
Hood lock, inside cab	
Hydraulic hose, XT™	
Hydraulic oil cooler	
Hydraulic oil level sight gauge	
Hydraulic valves, loader 2 function	
Hydraulic valves, backhoe 4 function	
Hydraulics, load sensing with variable displacement piston pump	
Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass	
Instrument panel lights	
Key start/stop system	
LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip total (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info	
Loader, EH Parallel Lift	
Loader, Programmable Kick Out	
Loader, Programmable Return To Dig	
Loader, single tilt	
Mirror, interior, rearview	
One-touch low idle	
Open circuit breather	
Pattern changer, in cab	
Power receptacle, 12 volt, 2 internal, 1 external	
Power receptacle, 5 volt USB, 1 internal	
Power steering, hydrostatic	
Product Link™, Satellite, network manager	
Product Link, cellular, network manager	

Seat belt, retractable, 51 mm (2in)	
Socket, two roof	
Stabilizers, EH Control, Auto-UP	
Stabilizer shoes, street	
Steering knob	
Seat, air suspension, vinyl cover, with armrest	
Starting system, glow plugs	
Steering column, tilting, telescopic	
Storage compartment, lockable	
Storage tray	
Stop and tail lights	
Swing transport lock	
Tires	
Toolbox, external, lockable	
Torque converter	
Throttle, hand and foot, electronic	
Transmission, 4 speed, powershift	
Transmission neutralizer switch	
Transport tie-downs	
Vandalism locks, four	
Warning horn, electric	

Instruction to Vendors/Vendors:

Quote documents are available online www.BeaufortCountySC.gov All quotes are to be submitted through Vendor Registry

Vendors must complete the attached pricing form on page ten (10) and the form on page 1. Vendors may attach any backup information to the quote.

Beaufort County reserves the right to reject all Quotes and to waive minor informalities and irregularities. Beaufort County also reserves the right to terminate awarded Quote if customer service provided does not meet Beaufort County Mosquito Control Department expectations.

Quotes will be received by the Purchasing Department until 3:00 p.m. on the closing date shown. In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, Quotes, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for Quote.

To register with the County go to www.beaufortcountysc.gov and go to the Purchasing Department's page and click on Vendor Registration. Registration is free. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this project will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of Quote open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at **844-802-9202** or cservice@vendorregistry.com.

Response is to be submitted ONLINE by one of the two methods below:

- a. Use the Link: VendorRegistry.com**
- b. From the County's home page, select Quote Opportunities**

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

QUOTE FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR QUOTES, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

_____ Company agrees to provide One Center Pivot Backhoe Loader for the Public Works Department as listed in this request for quotes document and delivered to 120 Shanklin Road Beaufort, SC 29906 Please include below if the equipment is on the lot and ready to go. If it is not on the lot and ready to go please list the timeframe in which it will be delivered. The total cost for One Center Pivot Backhoe Loader is \$ _____. (Including SC Sales Tax of \$500)

Is this equipment on the lot and ready for delivery? Yes _____ No _____

If no, when is expected delivery date? _____

I, the undersigned, certify that this Quote/quote does not violate any Federal or State Antitrust Laws.

Vendors Federal Social Security Identification (E.I.) No. _____

(Company Name)

(Mailing Address)

(Street Address)

(CITY/STATE/ZIP)

BY _____ TITLE _____
(Please print)

(Signature – Quotes Must Be Signed)

TELEPHONE _____ DATE _____

FAX #: _____

EMAIL ADDRESS: _____

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such Quote does not exceed the lowest qualified Quote from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county Vendor. The resident vendor has the discretion to match the Quote submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the Quote is submitted and has paid all taxes duly assessed.

If no Quotes are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such Quote does not exceed the lowest qualified Quote from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the Quote submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of Quote document _____, dated _____.

Company Name: _____ Principal Name: _____

Company Address: _____

Secretary of State Designation: (Corporation, Individual, Partnership, other) _____

Beaufort County Business License/Classification: _____

Tax Obligation Current:

Signature of Principal/Date: _____

Witness/Date: _____

**DEVIATIONS FROM TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS,
AND ENCLOSED CONTRACT**

If you do not have any deviations, write "NONE ."

IFQ #: 101223

List the page#, item, description and explain the differences below:

I agree to abide by all the terms, conditions, provisions, and specifications of this Quote; except those as listed above.

Company

Authorized Signature

Date

REFERENCES

Each Vendor shall furnish all information requested below. Quotes shall be received from qualified contractors.

Years in business: _____

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive Quoteting or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its Quoteting and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 □ Beaufort, SC 29901-1228
843.255.2304 Telephone □ E-mail: dthomas@bcgov.net

PAGES 1, 10 - 13 and PAGE 24 MUST BE RETURNED BY ELECTRONIC QUOTE PROCESS THROUGH VENDOR REGISTRY ON OUR COUNTY WEBSITE AT WWW.BeaufortCountySC.gov OTHER PAGES SHALL REMAIN PART OF THE QUOTE BY REFERENCE AND IT **IS NOT** NECESSARY TO RETURN THESE.

BEAUFORT COUNTY STANDARD CONDITIONS/PROVISIONS

CORRECTION OF ERRORS ON THIS QUOTE FORM

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the Quote. Erasures or use of typewriter correction fluid may be cause for rejection. No Quote shall be altered or amended after specified for opening.

AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

ADDITIONAL INFORMATION

Vendors requiring additional information may submit their question(s) in writing through Vendor Registry. Answers to questions received that would change and/or clarify this solicitation will provided in Vendor Registry to all firms that have received the original Invitation for Quote.

DISCUSSIONS/NEGOTIATIONS.

By submission of a Quote, vendor agrees that during the period following issuance of a Quote and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

INSTRUCTIONS TO VENDORS

1. One clearly marked copy of each Quote must be submitted on the forms furnished by the Purchasing Department.
2. Quotes, amendments thereto, or withdrawal requests received after the time advertised for Quote opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with Quotes, enter Vendor's name thereon.
6. If the article Quote upon has a trade name or brand, show same in the Quote with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this Quote notice.
8. Show delivery time required after order is received, in appropriate space provided on Quote forms.
9. Quotes must be submitted electronically as stated above showing the Quote number, opening date, title and appropriate license number(s) if applicable.

10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have loading docks.
11. vendors to visibly mark as “Confidential” each part of their Quote that they consider to be proprietary information.
12. Quotes concerning separate Quote invitations are not to be combined on the same form or placed in the same envelope. Quotes submitted in violation of this provision may be determined invalid.

CONDITIONS

1. All Quotes must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Quote. Altered or incomplete Quote Invitations or use of substitute forms may render the Quote non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT QUOTES OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County’s existing equipment (as applicable). Prices Quote must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie Quotes will be resolved, as outlined in the County’s Procurement Ordinance.
7. The right is reserved to reject any Quote in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the Quote notice, prices must be firm.
9. The successful Vendor shall indemnify and save harmless Beaufort County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Beaufort County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous Quotes which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this Quote notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
13. Request for quotes must be received by the Purchasing Department by the date

and time designated, **but will not be publicly opened.**

14. All taxes on any items that the County may be required to pay must be shown separately, not included in the Quote price.

GENERAL PROVISIONS

1. PROHIBITIONS OF GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.
 - 1.1 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.
2. ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Quote Schedule, (B) General Provisions, (C) Instructions to Vendors, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.
3. COMPETITION: There are no Federal or State laws that prohibit Vendors from submitting a Quote lower than a price or Quote given to the U.S. Government. Vendors may Quote lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.
4. TERMINATION: Subject to the Provisions below, the contract may be terminated by the Purchasing Department.
 - 4.1 Termination for Convenience: The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any

damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

- 4.2 Termination for Cause: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this Quote shall apply. (See Quote Condition 4.)
5. EXCUSABLE DELAY: (When Applicable)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 the 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 is 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.
6. QUOTE SCHEDULE: Enter the manufacturer, brand, and catalog number Quote and prices quoted for each item in the spaces provided on the Quote Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in Quote instructions.
7. VENDORS QUALIFICATION: Vendors must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the Vendor's ability to provide the products or services requested herein.
8. VENDORS 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 Quote. 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 Quote or to the contract.
9. AWARD CRITERIA: Award will be made to the responsible and responsive Vendor(s) whose Quote is the most economical for the purpose intended, according to the criteria designated in the Invitation for Quote.

9.1 In addition to price, the Quote Evaluation will include the following factors (as

they apply):

- 9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.
 - 9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.
 - 9.1.3 The sufficiency of financial resources and its impact on ability of the Vendor to perform the contract or provide the services.
 - 9.1.4 The County reserves the right to conduct on-site inspections of any Vendor's facilities prior to award. The results of said inspection will be considered by the County in determining Vendor's capabilities of successfully administering to this contract.
 - 9.1.5 The ability and availability of the Vendor to provide both quality and timely maintenance, service, and/or parts.
 - 9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
 - 9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
 - 9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the Quote.
 - 9.1.9 Substantial compliance or noncompliance with specifications set forth in the Quote as determined by the County.
 - 9.1.10 Product or parts inventory capability as it relates to a particular Quote.
 - 9.1.11 Results of product/equipment testing.
 - 9.1.12 Warranty - Terms and Conditions.
- 9.2 Evaluation: Quotes may be made for one lot only, or for as many lots as the Vendor can supply. Award will be made by complete lots and may be made to one or more Vendors.
10. REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a Quote, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all Quotes received as a result of this request, or to cancel in part in or its entirety this Quote, if it is in the best interest of the County to do so. In addition, the County reserves the right to reject any Quote that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other Quotes, if such action would be in the best interest of the County.
- 10.1 Rejection of Lowest Quote: Substantial negative findings from the Quote Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest Quote, if in the best interest of the County of Beaufort.

- 10.1.1 Additional purchase of repair/replacement parts for the low Quote item, as opposed to an existing inventory of parts for a higher Quote item.
 - 10.1.2 Greater service costs for the low Quote item.
 - 10.1.3 Longer service time for the low Quote item, which would cause longer down time of the item.
 - 10.1.4 Proven reliability of the higher Quote item.
 - 10.1.5 Compatibility of the higher Quote item with existing equipment.
11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.
 12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
 13. AFFIRMATIVE ACTION: The successful Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.
 14. WAIVER: The County reserves the right to reject any or all Quotes, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.
 15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.
 16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to Quote separately any unusual requirements or large quantities of the items specified in this proposed contract.
 17. QUALITY OF PRODUCT: Unless otherwise indicated in this Quote, it is understood and agreed that any item offered or shipped on this Quote shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each Quote.
 18. ISSUANCE OF PURCHASE ORDERS: Beaufort County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.
 19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.

20. DISCREPANCIES: A Vendor who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Quote or considers that the Specification or Invitation for Quote is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled Quote opening, or at a pre-Quote conference should one be scheduled. Exceptions taken do not obligate Beaufort County to change or alter specifications. Nothing will change the Invitation for Quote, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Quote Opening.
21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Quotes will be considered for any brand that meets or exceeds the quality of performance specified.
22. NONRESIDENT TAXPAYERS: If the Vendor is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the Vendor acknowledges and understands that in the event he is awarded a contract, Vendor shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94) to the Beaufort County Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
23. BUSINESS LICENSE: (IF APPLICABLE) In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.BeaufortCountySC.Gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
24. QUOTE GUARANTY AND BOND: Vendor agrees to forfeit Vendor's Bond, **when required on the Quote Schedule**, in the event of failure to contract with County Council within ten (10) days after award of Quote. Checks or Quote Bond of the unsuccessful Vendors will be returned once Quote is awarded. Check or Quote Bond of the successful Vendor will be returned after delivery and acceptance of item.
25. REQUIREMENTS CONTRACT QUANTITIES OR USAGE: Whenever a Quote is sought seeking a source of supply for a requirements contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Beaufort County as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Vendor's information only and will be used for tabulation and presentation of Quote.
26. CHOICE OF VENUE: Any disputes under this contract that cannot be resolved between the County of Beaufort and the vendor must be resolved in a circuit court of

Beaufort County, Beaufort, SC, and the Fourteenth Judicial Circuit.

27. LICENSES, PERMIT AND FEES: All Quotes submitted must include the price of any business and professional licenses, permits or fees as required by Federal, State or Local Government Agencies.
28. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
29. RIGHT TO PROTEST:
 - 29.1 Any actual or prospective Vendor, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
 - 29.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved Vendor, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - 29.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
 - 30.3.1 State the reasons for the action taken; and
 - 30.3.2 Inform the protestant of its right to administrative review as provided in this Section.
 - 29.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 - 29.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
 - 29.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - 29.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Vendor/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/Quote.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling

YES OR NO

If you circled “YES”, explain fully in a separate attachment.