



# Request for Proposal

## Number **XX-1\_\_**

### Spartanburg County, South Carolina

**Sealed Proposals** must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. **Facsimile and other electronic forms of Proposal will not be accepted.** All sealed Proposals must be received by 2:00pm, EST, **???, 20\_\_**, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposers are invited to submit Proposals to Spartanburg County for the following:

## **SPARTANBURG COUNTY PROJECT NAME**

Description of project:

**[Non]Mandatory Pre-Proposal Conference will be held **???, 20\_\_**  
at (enter time) at the (Specified Location and Address)**

(Proposers arriving late will not be admitted.)

**Submit:** **One (1) unbound original and three (3) unbound copies** of the Proposal, no tabs, must be received on or before 2:00pm, EST, **???, 20\_\_**.

**Address To:** Spartanburg County Government  
Purchasing Department  
Room 1220  
Attention: Lisa Coleman, Procurement Director

**Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304

**Office Address:** 366 North Church Street  
Room 1220  
Spartanburg, South Carolina 29303

**Mark Envelope:** Outside of sealed Proposal envelope must be marked:  
RFP # **XX-1\_\_** "**SPARTANBURG COUNTY PROJECT NAME**"  
followed by your firm name and address.

### **Deadline Enforced**

**Proposals or withdrawal requests, received by the Purchasing Department after the time and date set for receipt of Proposals, are late and WILL NOT be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely receipt by the Purchasing Department of a Proposal.**

## **Proposal Submittal Documents Checklist:**

**Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.**

All **eighteen (18)** Proposal submittal documents must be included with the Proposal, **or Proposal may be disqualified.**

1. Proposal for RFP # XX-1\_\_\_\_ - (Exhibit B)
2. Project Schedule (detailed schedule, to include critical path)
3. Corporate / Company Resolution (check box on Exhibit B – if applicable, See Sample Exhibit C)
4. Proposer Information:
  - a. Proposer shall provide list of locations and total number of employees.
  - b. Type of Organization (Check the applicable box):
    - ☐ Sole Proprietorship
    - ☐ Partnership
    - ☐ Corporate entity (not tax-exempt)
    - ☐ Corporate entity (tax-exempt)
    - ☐ Government entity (Federal, State or Local)
    - ☐ Other \_\_\_\_\_
5. Proposer's Fraud Acknowledgment Form - (Exhibit E)
6. Drug Free Workplace Act Statement – (Exhibit F)
7. Certificate of Insurance – (Exhibit G, contains an example)
8. Existence of Subcontractors Form – (Exhibit H)
9. List of Service Providers – (Exhibit I)
10. References – (Exhibit J)
11. Experience – (Exhibit K)
12. Proposer must be registered with County [Proposer must complete or update Vender Registration Form and W-9] – (Exhibits L & M)
13. Worker's Compensation Statement of Independent Contractor – (Exhibit N)
14. Spartanburg County Standard Contract – (Exhibit O)
15. Contractor Qualification Form – (Exhibit P)
16. Copy of current State of South Carolina license, if required  
(ie. Copy of General Contractor's license)
17. Bid Bond (if applicable)
18. Performance Bond Letter (if applicable)

## **General Terms and Conditions**

***Term of Proposal:*** Any Proposal submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Procurement Director. The written request to withdraw the Proposal must be received, regardless of when it was mailed, by the Procurement Director within five (5) calendar days after expiration of the sixty (60) calendar day period, or the Proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the County Purchasing Department at the addresses listed on page 1 or submit questions by email to Lisa Coleman, Procurement Director, at [lcoleman@spartanburgcounty.org](mailto:lcoleman@spartanburgcounty.org). Written questions shall be submitted at least five (5) calendar days prior to Proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the Proposer fails to seek clarification, the County's interpretation shall control. The Proposer agrees it will not make any claim for, or have right to withdraw its Proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addendum. **Any proposals received with exclusions will not be accepted.**

**Proposers are specifically directed NOT to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to follow this requirement may be grounds for rejection of the Proposal.**

**The County will not be responsible for or bound by any oral instructions made by an employee(s) of the County in regard to this RFP.**

**Any statements made by an employee(s) of the County, which may materially change any portion of the RFP, shall not be relied upon unless they are issued as written addendum to the RFP.**

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard. **MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

***Purchasing Regulations:*** This solicitation is subject to the provisions of the Spartanburg County Procurement Ordinance and any revisions thereto. A copy of the Purchasing Ordinance may be obtained from the County's webpage ([www.spartanburgcounty.org](http://www.spartanburgcounty.org)) or from the Purchasing Department (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

***Applicable Laws and Compliance:*** This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to the County.

***Public Record:*** Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220 Spartanburg, South Carolina.

***Debarment Status:*** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

***Proposer Responsibility:*** The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a Spartanburg County responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

***Disclosure of Conflicts of Interest or Unfair Competitive Advantage:*** Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, the County may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

***Proposer Qualification:*** The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

***Project Schedule:*** Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path.

***Fraud Policy:*** Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

***Insurance:*** By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Commercial General Liability:**

\$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage)\*

**Comprehensive Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)\*

**Statutory Worker's Compensation:**

Coverage – (Shall apply to all applicable State of SC laws)

**Employers Liability:**

\$500,000 Each Accident\*

\$500,000 Disease, Per Employee\*

\$500,000 Disease, Policy Limit\*

**Professional Liability Insurance:**

\$1,000,000 per occurrence (if applicable)

**Umbrella Policy:**

\$\_\_\_\_\_ +

\* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the County that all subcontractors approved to perform work on this project comply with all of the requirements in this Section.

***Certificate of Insurance:*** A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) SPARTANBURG COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- (ii) **WAIVER OF SUBROGATION.** As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to COUNTY's RFP# \_\_\_\_\_.

**Subcontractors:** 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. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

**Service Providers:** List up to three independent firms, within 300 miles of the Spartanburg County that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

**References:** The County requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years**. References should be listed on Exhibit J.

**Experience:** List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg County, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

**Contractor Qualifications:** When applicable a Contractor Qualification Form will be required requesting the following information:

- a. SIC/ NAICS Code
- b. OSHA Recordable Incident Rate
- c. EMR Rate – Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.
- d. Worker's Compensation Loss Run

Factors (a) through (d) shall be used in conjunction with other required submittal documents as part of the determination process. The County reserves the right to evaluate in its absolute discretion the information submitted.

***South Carolina License:*** Proposer is required to submit a copy of its current State of South Carolina license, as necessary for the goods and/or services being procured.

***Bid Bond:*** Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to Spartanburg County. Proposals submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Procurement Director, may be rejected. The bond will be forfeited to the County by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by the County.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

***Performance and Payment Bond:*** The successful proposer, within three (3) working days after acceptance of the proposer's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by the county prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer's offer by the County, then the bid bond of the proposer shall be retained by the County in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by the County before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save the County, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

***Ability to Obtain Performance Bond:*** Proposer shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Proposer has the ability to obtain a performance/payment bond in amount of Proposal.

***Independent Contractor:*** The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with Subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to the County before commencement of any work by a Subcontractor. Proposer's refusal to comply with this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity to cure.

In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages or otherwise, including any cost incurred by the County to investigate, defend or settle any such claim.

***Award:***

**Evaluations:**

Spartanburg County will conduct evaluations of the proposals.

**Award Criteria:**

Spartanburg County shall evaluate each of the Proposals using the criteria set forth in Exhibit D attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service,



ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At the County's discretion, one or more firms may be engaged for this work.

**SPARTANBURG COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE COUNTY PROCUREMENT ORDINANCE.**

Notice of Intent to Award:

If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with Spartanburg County Code of Laws Section 2-287.

Notice of Award:

If awarded, the Notice of Award shall be e-mailed to all Proposers once a decision to award is made.

## **Exhibit A**

### **SCOPE OF WORK / SERVICES TO BE PROVIDED**

The Proposer who is awarded the contract shall perform and carry out, those services necessary to complete the SPARTANBURG COUNTY **PROJECT NAME**. At a minimum, this work shall include:

**ENTER SCOPE OF WORK / SERVICES HERE:**

- Proposer Requirements:

After award of purchase order, any changes that result in additional cost to Spartanburg County must be submitted in writing to **(email address of contact person)** for prior written approval. Do not proceed with job until purchase order is in hand, and do not proceed with any changes until written notification to proceed is in hand. After award of purchase order, jobsite access will be coordinated with **(contact person and email address)**.

## Exhibit B

---

### INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
  2. Show trade name or brand of any article included in the specifications.
  3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
  4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection.
  5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be rejected.
  6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal. Proposals which do not include all taxes will be rejected.
  7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be rejected.
  8. This Proposal is subject to the Spartanburg County Procurement Ordinance, this Request for Proposal (RFP) and the attached County contract.
  9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to rejection.
  10. This RFP provides basic information regarding the County's requirements. Items that are not specifically requested in this RFP, but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.
-

## PROPOSAL FOR RFP # **XX-1**\_\_ SPARTANBURG COUNTY **PROJECT NAME**

---

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

☐ Check box if corporate/company resolution attached (See Instruction 9 above).

---

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BASE PRICE for** \_\_\_\_\_ **:** \$ \_\_\_\_\_

**Cost for** \_\_\_\_\_ **as an option:** \$ \_\_\_\_\_

**Cost for** \_\_\_\_\_ **as an option:** \$ \_\_\_\_\_

**Cost for** \_\_\_\_\_ **as an option:** \$ \_\_\_\_\_

**TIME FOR PERFORMANCE:** \_\_\_\_\_ **days**

**Exhibit C**

**Sample of Corporate / Company Resolution**

**A RESOLUTION**

FOR THE PURPOSE OF AUTHORIZING \_\_\_\_\_ TO EXECUTE AN  
CONTRACT WITH SPARTANBURG COUNTY

**WHEREAS,** \_\_\_\_\_ will or has submitted a bid/proposal to Spartanburg County for the purpose of providing goods or services; and

**WHEREAS,** \_\_\_\_\_ may be or has been awarded a contract to provide good or services to Spartanburg County; and

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors (or other appropriate governing body) of \_\_\_\_\_ does hereby approve and authorize \_\_\_\_\_ (Name of Individual) to execute a contract with Spartanburg County in an amount not to exceed \$\_\_\_\_\_.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[INSERT NAME OF ORGANIZATION]

ATTESTED

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Title: \_\_\_\_\_

## Exhibit D

### EVALUATION / AWARD CRITERIA

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

Spartanburg 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 Spartanburg County, based on the following factors listed below.

The evaluation criteria will be: **This is subject to change based on RFP.**

1. Specifications Compliance — 30%

2. Cost Requirements — 30%

3. Service and Warranty Requirements - 20%

4. Capabilities of Firm, Training and References — 20%

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

*Representatives of Spartanburg 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 Spartanburg County may be considered as an unqualified source and their proposal may be rejected. Spartanburg County reserves the right to exercise this option as is deemed proper or necessary.*

**Exhibit E**

# Spartanburg County

## Proposer's Fraud Acknowledgement Form

<b>RFP No: XX-16</b>
<b>Proposal Name:</b>
<b>Proposer Information:</b>
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 864-596-3538.

## **Exhibit F**

### **DRUG FREE WORKPLACE ACT STATEMENT**

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit G

## EXAMPLE OF CERTIFICATE OF INSURANCE

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
<b>COVERAGES</b>					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L TRS INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY - AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER				<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION</b> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> SPARTANBURG COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY FOR WORK PERFORMED FOR THEM BY THE NAME INSURED. WORKERS' COMPENSATION POLICIES ARE TO BE ENDORSED TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
SPARTANBURG COUNTY 366 N. CHURCH STREET SPARTANBURG, SC 29303			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

## Exhibit H

### EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes \_\_\_\_ No \_\_\_\_ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

SUBCONTRACTOR NO: 1 NAME \_\_\_\_\_

SUBCONTRACTOR NO: 1 DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

SUBCONTRACTOR NO: 2 NAME \_\_\_\_\_

SUBCONTRACTOR NO: 2 DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

SUBCONTRACTOR NO: 3 NAME \_\_\_\_\_

SUBCONTRACTOR NO: 3 DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

**Exhibit I**

**LIST OF SERVICE PROVIDERS**

**(Form to be created by others to include names and direct phone numbers)**  
**(The closer to Spartanburg County the better)**

## Exhibit J

### REFERENCES

(See requested information in General Terms and Conditions)

List of minimum of three (3) projects that you have completed similar in type, size, and nature as the one proposed.

a: Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Description: \_\_\_\_\_

b: Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Description: \_\_\_\_\_

c: Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Description: \_\_\_\_\_

## Exhibit K

### EXPERIENCE

List five jobs, similar in size, completed by Bidder, within 100 miles of Spartanburg County, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

- a.     Name of Project: \_\_\_\_\_  
         Owner/Engineer: \_\_\_\_\_  
         Telephone No.: \_\_\_\_\_  
         Address: \_\_\_\_\_  
         Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
         Value of Contract: \_\_\_\_\_  
         Project Description: \_\_\_\_\_
- b:     Name of Project: \_\_\_\_\_  
         Owner/Engineer: \_\_\_\_\_  
         Telephone No.: \_\_\_\_\_  
         Address: \_\_\_\_\_  
         Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
         Value of Contract: \_\_\_\_\_  
         Project Description: \_\_\_\_\_
- c:     Name of Project: \_\_\_\_\_  
         Owner/Engineer: \_\_\_\_\_  
         Telephone No.: \_\_\_\_\_  
         Address: \_\_\_\_\_  
         Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
         Value of Contract: \_\_\_\_\_  
         Project Description: \_\_\_\_\_

- d. Name of Project: \_\_\_\_\_
- Owner/Engineer: \_\_\_\_\_
- Telephone No.: \_\_\_\_\_
- Address: \_\_\_\_\_
- Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_
- Value of Contract: \_\_\_\_\_
- Project Description: \_\_\_\_\_
- e. Name of Project: \_\_\_\_\_
- Owner/Engineer: \_\_\_\_\_
- Telephone No.: \_\_\_\_\_
- Address: \_\_\_\_\_
- Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_
- Value of Contract: \_\_\_\_\_
- Project Description: \_\_\_\_\_



**Exhibit L**  
**County Of Spartanburg, SC**  
**VENDOR LIST APPLICATION**

**FOR OFFICE USE ONLY:**

VEN #: \_\_\_\_\_

QS1#: \_\_\_\_\_

Company Name: \_\_\_\_\_  
**(MUST MATCH THE NAME THAT WILL APPEAR ON INVOICES & W-9 SUBMITTED FOR PAYMENT)**

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Payment Remittance Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_

Fax No. (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ : E-Mail: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_ Is this a personal Social Security #? yes \_\_\_\_ no \_\_\_\_

**(NOTE – A completed W-9 Form must be returned with this application)**

Is this a Corporation? Yes \_\_\_\_ No \_\_\_\_ Small Business? Yes \_\_\_\_ No \_\_\_\_ Owned by- Male \_\_\_\_ or Female \_\_\_\_

Physical Presence in S.C.? Yes \_\_\_\_ No \_\_\_\_ Method of Delivery: \_\_\_\_ UPS \_\_\_\_ FedEx \_\_\_\_ Other

SC Retail License \_\_\_\_, or SC Sales Tax \_\_\_\_, or SC Use Tax \_\_\_\_ Number \_\_\_\_\_

Minority Vendor? Yes \_\_\_\_ No \_\_\_\_ (If yes, attach Certification Certificate.)

**CATEGORY FOR SERVICES OFFERED (CHECK ALL THAT APPLY)**

Architecture/Engineering <input type="checkbox"/>	Environmental Services <input type="checkbox"/>	Maintenance Repair <input type="checkbox"/>
Auto – Parts/Repairs/Body Shop <input type="checkbox"/>	Equipment Rental <input type="checkbox"/>	Medical Supplies <input type="checkbox"/>
Clothing/Uniforms <input type="checkbox"/>	Inmate Services <input type="checkbox"/>	Printing <input type="checkbox"/>
Construction - Major <input type="checkbox"/>	Information Technologies <input type="checkbox"/>	Safety <input type="checkbox"/>
Construction – Minor <input type="checkbox"/>	Landscaping <input type="checkbox"/>	Tele Communications <input type="checkbox"/>
Copier/Printer Equipment <input type="checkbox"/>	Law Enforcement <input type="checkbox"/>	Trade Contractors – HVAC/Plumbing/Electrical <input type="checkbox"/>
Other (not listed) <input type="checkbox"/>	{describe} _____	

Provide a brief commodity/service description of your business: \_\_\_\_\_

**NOTE:** Placement on the bidders list is a service provided for your convenience. Inclusion is not a binding assurance of future solicitation. To insure bid participation, check our official website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) to review posted projects that may be of interest to you.

**INSURANCE:** General Liability & Worker's Compensation coverage is required for vendors that perform work for Spartanburg County. If not required by South Carolina State Law to have Worker's Comp, a waiver must be submitted.

Return this completed form and W-9 to:

Mail: Spartanburg County, Purchasing Department, PO Box 5666, Spartanburg, SC 29304 or Fax: 864-596-2297

**ALL PURCHASES MUST BE MADE WITH SIGNED PURCHASE ORDER PRIOR TO AN ORDER BEING PLACED**

# Exhibit M

<b>W-9</b> Form (Rev. November 2005) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
--	--	---

Print or type  
 See Specific Instructions on page 3

e	Name (as shown on your income tax return)
f	Business name, if different from above
g	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <span style="float: right;"><input type="checkbox"/> Exempt from backup withholding</span>
h	Address (number, street, and apt. or suite no.)
i	City, state, and ZIP code
j	List account number(s) here (optional)
k	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number <div style="border-bottom: 1px solid black; width: 100%;"></div>	Employer identification number <div style="border-bottom: 1px solid black; width: 100%;"></div>
OR	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶
<b>Date</b>	Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 11-2005)





Exhibit N

**SPARTANBURG COUNTY  
WORKERS' COMPENSATION  
STATEMENT OF INDEPENDENT CONTRACTOR**

I, \_\_\_\_\_, ( \_\_\_\_\_ ) owner of  
(Name of Contractor) (Federal ID# or SSN)  
\_\_\_\_\_ hereby make the following statement about  
(Name of Business)  
my relationship with Spartanburg County:

1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for Spartanburg County. That work is:  
\_\_\_\_\_  
(Brief description of work you are contracted to do)  
When I complete the work, I will then expect to be paid \_\_\_\_\_  
(Amount) in a lump sum. Neither I, nor my employees, will be paid by Spartanburg County on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Spartanburg County.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of Spartanburg County by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect Spartanburg County to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from Spartanburg County at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with Spartanburg County on this contract.
7. My employees and I are not entitled to workers' compensation benefits under Spartanburg County Workers' Compensation coverage.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Exhibit O**

### **SPARTANBURG COUNTY CONTRACT FOR GOODS AND SERVICES**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between SPARTANBURG COUNTY, a political subdivision of the State of South Carolina, hereinafter referred to as the "COUNTY"; and, \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

#### **ARTICLE 1 - CONTRACT DOCUMENTS:**

1.1. The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All other statements, discussions and negotiations, whether oral or written, are hereby merged into these contract documents. Any oral or written understanding not incorporated in these contract documents is not binding on any of the parties. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.

1.2. The Contract Documents consist of:

1. Spartanburg County Contract for Goods and Services;
2. [Addenda or Addendum \_\_ to RFP # \_\_\_\_ (attached hereto as Exhibit A and incorporated herein by reference);]
3. Request for Proposal Number ("RFP") # \_\_\_\_ (attached hereto as Exhibit B and incorporated herein by reference); and
4. Proposal in response to RFP # \_\_\_\_ submitted by the CONTRACTOR (attached hereto as Exhibit C and incorporated herein by reference).

Collectively, these materials shall comprise the "CONTRACT DOCUMENTS."

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete whole contract to be constructed in strict accordance with the CONTRACT DOCUMENTS. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR whether or not specifically called for without increase in the Contract Price or Contract Period, as described in Articles 3 and 4 below.

1.4. **MODIFICATION / CHANGE ORDERS.** Any change orders, alteration, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County Administrator and CONTRACTOR, and executed with the same formality as this contract.

#### **ARTICLE 2 – SCOPE OF SERVICES:**

2.1 COUNTY has employed CONTRACTOR to provide services for the Spartanburg County  
(NAME OF PROJECT).

2.2 These services to be provided by CONTRACTOR are set forth more fully in the  
CONTRACT DOCUMENTS.

### **ARTICLE 3 – CONTRACT PERIOD**

3.1. NOTICE TO PROCEED. This Agreement shall begin on the effective date of the Notice to Proceed. In compliance with Request for Proposal and subject to all conditions, thereof, the undersigned offers and agrees, to furnish the services and/or complete the installation of all items for the base Proposal and all Proposal voluntary adds, at the prices as set forth, within \_\_\_\_\_ days after fax or electronic receipt of purchase order.

3.2. FORCE MAJEURE. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to the County within 24 hours of CONTRACTOR's determination that there exists an industry wide material shortage, the following in order for the COUNTY, or its authorized representative, to concur that there is an industry wide shortage of the specific material so identified by CONTRACTOR: 1) A written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials.

### **ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT:**

4.1. APPROPRIATION / NON-APPROPRIATION. The COUNTY shall pay for these services out of appropriated funds. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

4.2. CONTRACT PRICE. The COUNTY agrees to pay a total contract price that shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_).

4.3. PAYMENT TERMS. Payments shall occur as follows:  
CONTRACTOR will submit invoices to COUNTY, which shall include a detailed listing of charges and a final bill upon completion of services. Within ten (10) business days of receipt of an invoice COUNTY shall notify CONTRACTOR of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide to COUNTY back-up data supporting the invoice. COUNTY and CONTRACTOR will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by COUNTY and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty

(60) days from the date the invoice is received by the COUNTY, then CONTRACTOR shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Article 8. No deposit nor advance sums shall be paid. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

## **ARTICLE 5 - INDEMNIFICATION.**

CONTRACTOR agrees to save, defend, indemnify and keep harmless the COUNTY and all COUNTY officers, agents and employees from and against any loss, damage, claim, injury, fines, penalties, costs, including court costs, attorney's fees, charges, liability and exposure, however caused, arising from any negligent acts or omissions by CONTRACTOR, its agents, staff, consultants and contractors employed by it, in the performance or non-performance of the terms under this Agreement. CONTRACTOR shall not be responsible for any loss, damage, or liability to the extent arising from acts of the COUNTY, its agents, staff, and other consultants employed by it. This section shall survive the termination of this Agreement.

## **ARTICLE 6 - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:**

6.1. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6.2. DRUG FREE WORKPLACE. During the performance of this Agreement, the CONTRACTOR agrees to comply with Section 44-107-30 of the South Carolina Code of Laws, 1976 as amended.

6.3. ILLEGAL IMMIGRATION REFORM ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with Section 8-14-10 *et seq.* of the South Carolina Code of Laws, 1976 as amended, or that this law is inapplicable to CONTRACTOR and its subcontractors. This is required of all CONTRACTORS and subcontractors.

6.4. COMPLIANCE WITH APPLICABLE LAWS. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with federal, state and local laws and regulations applicable to the performance of the services procured.

6.5. SOUTH CAROLINA ETHICS ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in full compliance with the South Carolina State Ethics, Government Accountability and Campaign Reform Act, codified as Sections 8-13-100 through 8-15-1520, of the South Carolina Code of Laws, 1976 as amended.

6.6. SAFETY AND HEALTH. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that the Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish, upon request, accident, incident, injury, and other records and reports required by Federal or State law or as required by the COUNTY.

6.7. COMPLIANCE WITH CODES AND STANDARDS. CONTRACTOR's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time CONTRACTOR rendered its services. CONTRACTOR shall not be responsible for any claim or liability for injury or loss allegedly arising from CONTRACTOR's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time CONTRACTOR rendered its services.

6.8. AUDIT. The CONTRACTOR hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

6.9. LITIGATION. CONTRACTOR agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the COUNTY, if the COUNTY requests such documents, witnesses and/or general assistance. The COUNTY shall reimburse CONTRACTOR for all direct expenses incurred and time according to CONTRACTOR's rate schedule as of the date of the execution of this Agreement.

6.10. CONFIDENTIALITY. CONTRACTOR will maintain as confidential any documents or information provided by the COUNTY and will not release, distribute or publish same to any third party without prior written permission from the COUNTY, unless compelled by law or order of a court or regulatory body of competent jurisdiction. CONTRACTOR shall provide written notice to the COUNTY in sufficient time to allow the COUNTY to intervene as necessary.

6.11. PUBLIC RESPONSIBILITY. The COUNTY has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. CONTRACTOR will at all times alert the COUNTY to any matter of which Contractor becomes aware and believes requires the COUNTY to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances.

6.12. SUBCONTRACTOR INSURANCE. The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

## **ARTICLE 7 – RIGHTS AND RESPONSIBILITIES OF COUNTY:**

7.1. DEFAULT. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions and CONTRACTOR'S failure to cure the default within thirty (30) calendar days of CONTRACTOR'S receipt of notice from the COUNTY of the default, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs, in addition to recovery of fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulting CONTRACTOR requiring payment for these costs. The CONTRACTOR will be removed from future bidding until the payment has occurred. Provided further, that the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR to demonstrate that CONTRACTOR should not be debarred. Nothing in the section shall be construed to limit or waive CONTRACTOR'S ability to avail itself of remedies available under applicable laws.

7.2. RIGHT OF ENTRY. The COUNTY will provide for the right of entry for CONTRACTOR, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. CONTRACTOR agrees to be responsible for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment.

## **ARTICLE 8 – TERMINATION:**

8.1. TERMINATION BY COUNTY. The COUNTY may terminate this Agreement and project for any reason upon seven (7) calendar days notice. Anything contained in the Agreement to the contrary notwithstanding a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed by the CONTRACTOR which has been completed prior to the date of termination, and COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such completed work.

8.2 STOP WORK UPON NOTICE OF TERMINATION. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

8.3 COMPENSATION TO CONTRACTOR IF TERMINATED. In the event of a termination under section 8.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed plus its settlement

and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

## **ARTICLE 9 – WARRANTIES:**

9.1. WORK PERFORMED TO INDUSTRY STANDARDS. CONTRACTOR warrants to COUNTY that the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the State.

9.2. MATERIALS AND EQUIPMENT FURNISHED. CONTRACTOR warrants to COUNTY that any new materials and equipment furnished under this Agreement shall be of good quality and in working condition.

9.3. WARRANTY. CONTRACTOR warrants to COUNTY that all services and labor furnished to progress the work under this Agreement will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective.

## **ARTICLE 10 – MISCELLANEOUS:**

10.1. NOTICES. The following persons shall be contact persons for the parties, and notices given them, by certified mail return receipt requested to the addresses shown, shall constitute valid notice under the requirements of this Agreement. The parties may amend such addresses by written notice to the opposite party at the given address.

1. For COUNTY:

Katherine O'Neill  
County Administrator  
P.O. Box 5666  
Spartanburg, SC 29304-5666

With a copy to:

Spartanburg County Attorney  
P.O. Box 5666  
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)  
(Address)  
(City, State, Zip)

10.2 INVOICE / PAYMENT ADDRESSES. The following persons shall be contact persons for the parties, for the purpose of submitting invoices and payments under this Agreement by depositing the same in the United States mail with postage prepaid, to the addresses shown:

1. For COUNTY: (Name)  
(Title)  
P.O. Box 5666  
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)  
(Address)  
(City, State, Zip)

10.3. CHOICE OF LAW / VENUE. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the State of South Carolina, and that proper venue, in the event of litigation concerning this matter, is in the state or federal courts located in Spartanburg County, South Carolina. The parties agree that any litigation involving this Agreement shall be brought only in such courts. The parties herein each consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available.

10.4. SEVERABILITY. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

10.5. WAIVER. Any failure of the COUNTY or CONTRACTOR to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY or CONTRACTOR of the right to insist upon compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

10.6. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns. No party may assign this Agreement nor the rights and obligations hereunder to any other third party without the prior express written consent of the other parties.

10.7. HEADINGS. CONTRACTOR and County agree that the Article and Paragraph headings are for convenience only and are not a part of this Agreement.

10.8. SPARTANBURG COUNTY PROCUREMENT ORDINANCE. CONTRACTOR acknowledges that the Spartanburg County Procurement Ordinance is applicable to this Agreement. Contractual claims and disputes shall be conducted pursuant to the Spartanburg County Procurement Ordinance.

10.9. NO JOINT VENTURE. Neither this Agreement nor any agreements, instruments, documents or transactions completed hereby shall in any respect be interpreted, deemed or construed as making any party a partner or joint venture with any other party or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning the transactions related to this Agreement.

10.10. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.



10.11. COUNTERPARTS. This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

SPARTANBURG COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
KATHERINE O'NEILL  
COUNTY ADMINISTRATOR

Attested:

\_\_\_\_\_  
Debbie C. Ziegler  
Clerk to County Council

[NAME OF CONTRACTOR]

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_ (Title)

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Date: \_\_\_\_\_

Exhibit P

**SPARTANBURG COUNTY**  
**CONTRACTOR QUALIFICATION FORM**

**1. Contact Information:**

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Primary Contact E-mail: \_\_\_\_\_  
Primary Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Emergency Contact and Telephone #: \_\_\_\_\_

**2. Insurance Coverage: County's Standard Risk Exposure**

Type	Required Limit	Current Policy Number	Company	Amount of Coverage
Worker's Compensation	Statutory	_____	_____	_____
General Liability	\$1,000,000*	_____	_____	_____
Automotive Liability	\$1,000,000*	_____	_____	_____
Employer's Liability	\$500/\$500/\$500*	_____	_____	_____
Umbrella Liability	N/A	_____	_____	_____

**\*A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.**

**Note:** Please attach a copy of your current Certificate(s) of Insurance for General Liability, Automotive and Workers Compensation policy numbers, effective dates of these policies and you must list **Spartanburg County as Additional Insured.**

- Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the County, its Officers, officials, employees and agents.

**3. Types of Work Primarily Performed by Contractor**

---

---

---

---

#### 4. Safety History Table

What is your company's SIC/NAICS Code: \_\_\_\_\_

		2015	2014	2013	2012	2011
A	Total Number of Man-hours					
B	Number of Recordable Incidents with no lost time Accidents					
C	Number of Recordable Incidents with lost time Accidents					
D	TRIR (Total OSHA Recordable Incident Rate) $((B+C) \times 200,000) / A$					
E	Number of Fatalities					
F	Published EMR (Experience Modification Rate)					

- If your business has operated less than 5 years and 5 years is not available, please provide information for the number of available years.
- Please note that we reserve the right to audit these records and conduct a safety audit prior to awarding all contracts.

4.1. Provide documentation to support the above EMR information.

4.1.1. Letter from insurance agent, insurance carrier, or appropriate government agency (on their letterhead) verifying the modification rate.

4.1.2. Provide your company's loss runs for the past 5 years.

- If your business has operated less than 5 years and 5 years is not available, please provide information for the number of available years.

#### 5. Additional Safety Information:

After award, Proposer shall provide a copy of your company's Safety Policy Manual if requested by Spartanburg County.

#### 6. Statement of Safety Commitment

I speak on behalf of my Company in committing our resources to Spartanburg County to maintain a safe operation. We \_\_\_\_\_ assume the responsibility for the safety and health of my/our employees and that of any lower tier subcontractor working for me on Spartanburg County projects. I will make every effort and agree that my/our employees shall at all times observe and comply with all relevant legislation and Company procedures/rules.

I certify that this document has been completed accurately to the best of my knowledge and that all information is true, accurate, and complete.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position Held: \_\_\_\_\_