

RFQ Number
09-11
A Request for Quote for the
County of Spartanburg, South Carolina
August 20, 2010

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 Quote will not be accepted. All sealed Proposals must be received by 2:00pm, EST, August 31, 2010, 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 quotes to Spartanburg County for the following:

BOILING SPRINGS FIRE DEPARTMENT
EMERGENCY FIRE SIGNAL INSTALLATION

Boiling Springs Fire Department, located in Boiling Springs, South Carolina, has secured funding for the installation of a new emergency traffic signal at the intersection of the new fire department driveway and Rainbow Lake Road (S-42-42) and installation of pre-empt equipment in the fire department and at two adjacent signals on Rainbow Lake Road.

Please furnish a complete quotation for the installation of the emergency traffic signal and installation of pre-empt receiver, antenna, cable, and timing as shown on the attached plans (three sheets). The installation shall be in conformance to the current SCDOT installation policies and all material and equipment shall be in compliance with the most current SCDOT specifications. These specifications are available at the SCDOT web site.

The intersection pavement markings include three stop bars and are shown on the emergency signal plan sheet. These markings **MUST** be included in the quote.

An estimated list of equipment and materials will be provided for the convenience of the Proposer, but it is the Proposer's responsibility to verify this list. **The emergency signal installation, the pre-empt work at the adjacent signals, and the pavement markings will be quoted as one lump sum quotation.**

This equipment will be supplied by SCDOT:

- **336 Cabinet Assembly**
- **2070 L Controller**
- **3 – Radio Receiver and Antenna**
- **Radio Transmitter and Receiver**

It is the responsibility of the bidder to furnish and install a complete and operational emergency signal and pre-empt installation, regardless of the estimated quantities. The project will be considered complete upon acceptance by the SCDOT.

Proposer must be able to complete installation by September 30, 2010 if given Notice to Proceed or Notice of Award by September 2, 2010.

The encroachment permit application has been submitted. For copies of the signal plans and list of equipment, call Gaye Sprague at (864) 242-3106 or e-mail at gayesprague@cs.com. Gaye Sprague is also the contact for questions about the plans. For questions about the form of the quote or materials required in the quote, address questions in writing to Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFQ Page 3.

Note: Contractor must register as a vendor with Spartanburg County before a purchase order can be issued.

Contractor shall also supply unit price for portable pre-empt transmitters.

Only contractors on the SCDOT approved traffic signal contractor list may quote this work.

Submit: Quote package must be received on or before 2:00pm, EST, August 31, 2010.

See page 15 for list of materials to be submitted.

Address To: Spartanburg County Government
Office of Purchasing
Room 1220
Attention: Mike Emory, Director of Purchasing

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 quote envelope must be marked:
**RFP # 09-11 "SPARTANBURG COUNTY BOILING SPRINGS
FIRE DEPARTMENT EMERGENCY FIRE SIGNAL
INSTALLATION" followed by your firm name and address.**

Deadline Enforced

Quotes or withdrawal requests, delivered after the time and date set for receipt of quotes, are late and will NOT be accepted. Late quotes will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a quote.

INSTRUCTIONS TO PROPOSERS

1. Quotes must be submitted on this form. Quotes made otherwise will be subject to rejection. Proposal is to 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 quote, and costs of transportation to the required destination.

CONDITIONS

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
3. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
4. Prices proposed must be based upon payment in thirty days.
5. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
6. 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.
7. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

QUOTE FOR RFP # 09-11 SPARTANBURG COUNTY BOILING SPRINGS FIRE DEPARTMENT EMERGENCY SIGNAL INSTALLATION

Proposer has examined copies of all Request for Quote Documents and the Advertisement for Quotes to furnish and install an emergency traffic signal, pre-empt in fire department and at two adjacent intersections as per plans and all current SCDOT specifications.

LUMP SUM PROPOSAL PRICE: \$_____

UNIT PRICE FOR PORTABLE PRE-EMPT TRANSMITTERS: \$_____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if purchase order issued by September 2, 2010, 5:00pm, to furnish and complete the installation of all items for base Quote and all Proposal voluntary adds, at the prices as set forth above, by September 30, 2010.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / Email: _____

Introduction

Any offer submitted as a result of this Request for Quotes (RFQ) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Quote for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, quotes may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Quote shall remain in effect until an award is made or the solicitation is cancelled.

This RFQ provides basic information regarding the County's requirements. Services which are not specifically requested in this RFQ, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", Proposer, and "Proposer", are used interchangeably throughout this RFQ to define the companies submitting quotes.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ or it shall be deemed waived.

The County reserves the right to reject any and all quotes; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the quotes submitted; and to award the contract based on the established criteria and according to the quote which best serves the interests of the County.

This RFQ is being issued by Spartanburg County Government, Department of Purchasing. Direct for the Boiling Springs Fire Department. All questions or requests for clarification of this RFQ, in writing, to: Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFQ Page 3. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may be grounds for rejection of quotes.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the request document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the request document. Any revisions to this RFQ will be issued and distributed as an addenda.

Offerors who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Director.

A quote 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. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

General Terms and Conditions

Purchasing Regulations: This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

Applicable Laws and Compliance: This solicitation and any resulting contract 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 quote, 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

Public Record: Upon award, copies of the quotes 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 quote, 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 quotes on contracts by an agency of the State of South Carolina.

Payment Terms and Invoices: Prices proposed must be based upon payment in thirty days after invoice or owner accepted delivery of goods and services, whichever occurs last. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Boiling Springs Fire Department by email smiller@bsfdsc.com.

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.

Assignment of Contract: A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg County Government.

Changes to the Contract: By written notice to the Proposer, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

Entire Contract: The entire contract entered into by the Spartanburg County Government and the Proposer shall consist of this Request for Quotes, any addendum issues, and the quote submitted by the Proposer. Collectively these materials shall comprise the Contract Documents.

Default: In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

Termination of Contract: The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines, in its sole discretion, that the selected Proposer is not performing as set out in the quote. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer 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.

Indemnification: The selected Proposer covenants to save, defend, keep harmless, and indemnify the County and Boiling Springs Fire Department and all of their officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

Insurance: The Proposer shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the County by the successful Proposer.

- A. Commercial General Liability: The Proposer shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the Proposer, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000
per occurrence

- B. Comprehensive Automobile Liability: The Proposer shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000
Combined Single Limit

- C. Worker's Compensation: The Proposer shall maintain Worker's Compensation Insurance within statutory limits for all employees who are in any way connected with the performance of work under this agreement. Such insurance shall comply with all applicable State laws.

- D. Professional Liability Insurance: If providing a professional service, the Proposer shall maintain Professional Liability Insurance to cover errors, acts of omission by the Proposer, its agents and representatives in the performance of obligations.

Professional Liability Insurance \$1,000,000 per occurrence

- E. Employers Liability Insurance \$500,000 each accident
\$500,000 disease, each employee
\$500,000 disease policy limit

- F. Umbrella Policy: \$5,000,000

Proposers must provide the County with a Certificate of Insurance showing proof of insurance as is acceptable to the County. Proposer and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers licensed to operate in the State of South Carolina by the South Carolina Department of Insurance unless otherwise accepted by the County. Insurance should be placed with insurers possessing a current A.M. Best's rating of not less than A: VIII.

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

For Automobile and General Liability insurance, the successful Proposer shall name the County, its officers, officials, employees and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal. All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the County. Should Proposer cease to have insurance as required during any time, all work of Proposer pursuant to this agreement shall likewise stop until insurance acceptable to the County is secured.

The Proposer must agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The Proposer shall agree to cause each subcontractor employed by Proposer to purchase and maintain insurance of the type specified herein, unless the Proposer'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.

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.

Audit: The Proposer 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.

Fraud Policy: Proposers submitting quotes 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.

Additional Information: Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may be deemed necessary or desirable.

Proposer Obligation: In submitting a quote, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Availability of Funds: By signing this quote, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

Notice of State Sales and any Use Tax: Failure to include all service costs, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this quote, will result in the disqualification of the Proposer.

The Spartanburg County Council reserves the right to accept or reject any or all quotes, parts thereof, and to waive any technicality when the best interest of the County shall be served.

Spartanburg County

State of South Carolina Sales and Use Tax Acknowledgement Form

RFP No: 09-11

Proposal Name: **BOILING SPRINGS FIRE DEPARTMENT
EMERCENCY FIRE SIGNAL INSTALLATION**

Proposer Information:

Proposer: _____

Address: _____

City, State, Zip: _____

Contact: _____

Telephone: _____

Email: _____

State of South Carolina Sales Tax ID number: _____

Federal Tax ID number: _____

The signature below acknowledges that Proposer is aware of and has been notified that Proposer will not be accepted if Proposer does not turn in this form. In addition, Proposer is aware that Spartanburg County is not a State of South Carolina sales and use tax exempt County and the Proposal shall be a lump sum which shall 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 quote.

If the Proposer does not provide the State of South Carolina Sales Tax ID number, Proposer will have to provide an itemized breakdown of the Proposer's lump sum with any adds. This breakdown will show labor, materials, South Carolina sales and use taxes on materials, and must be attached with this form.

Proposer's Signature

Date Signed

Spartanburg County
Proposer's Fraud Acknowledgement Form

RFP No: 09-11
Proposal Name: BOILING SPRINGS FIRE DEPARTMENT EMERCENCY FIRE SIGNAL INSTALLATION
Proposer Information:
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.

Proposer's Signature

Date Signed

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

1. Spartanburg County's website at www.spartanburgcounty.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

**LOSS PREVENTION
ELIGIBILITY REQUIREMENTS**

WHEREAS, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

WHEREAS, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

WHEREAS, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

NOW THEREFORE, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the

independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/ PROPOSER

By: *X*

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

INSTRUCTIONS: County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

Proposal submittal documents:

Must be provided, in the order listed, as a Proposal package, or Proposal will be disqualified. Proposal shall not exceed, with voluntary alternates, 10 pages. Provide one original of ALL submittal documents, all unbound, no tabs.

1. Notice of Proposal Page 4 with Proposal prices including confirmation of ability of complete installation by September 30, 2010.
2. State of South Carolina Sales Tax Acknowledgement form completed, Notice of Proposal Page 11.
3. Proposer's Fraud Acknowledgement form completed, Notice of Proposal Page 12.
4. Loss Prevention Eligibility Requirements form completed, Notice of Proposal Pages 13 and 14.
5. Provide letters from insurance companies listing Proposer and subcontractor EMR ratings (EMR rating no greater than 1.00 required). EMR rating letters must be on insurance company letterhead.

Proposer must be registered to submit a Proposal. If not a registered Proposer (verify by calling Spartanburg County Purchasing at 864-596-2519), register online at www.spartanburgcounty.org, click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Proposal will not be accepted if Proposer is not a registered Proposer with current South Carolina and Federal tax ID numbers.