

SPARTANBURG COUNTY, SC

NOTICE OF RFP

Bid No. **14-10**

October 20, 2009

Bid No. **14-10**

Sealed bids for: **SPARTANBURG COUNTY IT SERVER ROOM AC**

subject to the conditions on the reverse side hereof, and all provisions, etc. set forth herein and attached, will be received at:

**County Purchasing office, Room 1220
366 North Church Street
Spartanburg, SC 29303**

or bids may be mailed to:

**Spartanburg County Purchasing Division
P. O. 5666
Spartanburg, SC 29304**

Bids must be received by: **2:00 PM EST. November 24, 2009**, then publicly opened.

The commodities and/or services must be furnished as described and specified, and delivered as specified. The prices bid must include all costs of transportation to the required destination.

THE BID No. **14-10** and description: **SPARTANBURG COUNTY IT SERVER ROOM AC** must be put on the outside of your envelope with your firm name and address

GENERAL DESCRIPTION OF COMMODITIES OR SERVICES

SPARTANBURG COUNTY IS SEEKING PROPOSALS FOR THE
SPARTANBURG COUNTY IT SERVER ROOM AC
REQUIREMENTS AND MINIMUM SPECIFICATIONS FOR THIS PROJECT WILL BE
OUTLINED WITHIN THE RFP PACKAGE

MANDATORY pre bid conference is scheduled for 2:00 pm, November 3, 2009, meet at the
Spartanburg County Administration Building Flagpoles at 366 North Church Street
Spartanburg SC 29303

Bidder has examined copies of all Bidding Documents, the Advertisement for Bids, and of the
following Addenda (receipt of which is hereby acknowledged):

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

LUMP SUM BID PRICE: \$ _____

NOTICE TO BIDDERS: Bids must be submitted on this form. Bids made otherwise will be subject to rejection. Bid is to include all taxes including SC state sales tax.

BIDDER INFORMATION

Name: _____
Address: _____
City, State, Zip Code: _____
Contact: _____
Telephone: _____
Email: _____

Read instructions, conditions, and sign bid on the second page of this form.

INSTRUCTIONS TO BIDDERS

1. Submit one original and three copies of each bid.
2. Bids or withdrawal requests, received after the time advertised for opening, will be void regardless of when they were mailed.
3. Enter bidder's name on any specifications or descriptive papers submitted with this bid.
4. Show trade name or brand of any article included in the bid.
5. Show delivery time required after order is received (see bid below).
6. Address and mark bids as indicated in this notice.

CONDITIONS

1. The County (Agency/Institution) reserves the right to reject any and all bids, and to waive all technicalities.
2. In case of default by contractor, the County reserves the right to purchase any or all items in default on the open market, and charge the contractor 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 bid 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 bid 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.

BID

Date: _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if purchase order issued by December 4, 2009, 5:00pm, to furnish any or all items quoted at the prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included, for a lump sum of

_____.

(Bidder)

(Street or PO Box)

(City)

By: _____ Title: _____

(Signature)

RFP Number
14-10
A
Request for Proposal
County of Spartanburg, South Carolina

Sealed Proposals will be received in the Purchasing Department, 366 N. Church Street, Room 1220, Spartanburg, South Carolina until 2:00pm, EST, November 24, 2009. All interested vendors are invited to submit proposals to Spartanburg County for the following:

Spartanburg County IT Server Room AC

**Mandatory Pre-Bid conference will be held November 3, 2009
at 2:00pm at the Spartanburg County Administration Building Flagpoles at
366 North Church Street Spartanburg SC 29303**

Submit: One (1) unbound Original and three (3) copies of the proposal must be received on or before 2:00pm, EST, November 24, 2009.

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
Spartanburg, South Carolina 29303

Tel./Fax/Email: 864-596-2519 (telephone)
864-596-2297 (fax)
Email: memory@spartanburgcounty.org

Mark Envelope: RFP # 14-10 "Spartanburg County IT Server Room AC"

Deadline Enforced

Proposals delivered after the time and date set for receipt of proposals will NOT be accepted and will be returned unopened to the proposer. It is the proposer's responsibility to ensure timely delivery of a proposal. Facsimile and other electronic forms of proposal will not be accepted.

Introduction

Any offer 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.

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

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

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 RFP or it shall be deemed waived.

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

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Mike Emory, Purchasing Director, at the mailing address, telephone number, fax number, or email listed above. Vendors are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of proposals.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the bid document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the bid document. Any revisions to this RFP 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 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. 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.

MANDATORY pre bid conference is scheduled for 2:00pm, November 3, 2009, meet at the Spartanburg County Administration Building Flagpoles at 366 North Church Street Spartanburg SC 29303.

Scope of Work/Services Provided

The awarded Contractor shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the Spartanburg County IT Server Room AC. At a minimum, this work shall include:

- Contractor Installation Requirements:

This job is a design/build project. Contractor is responsible to investigate site conditions and notify Spartanburg County through the Exclusion / Addenda / Prior Approval process of any items that need clarification. Bids will include all items necessary to complete job at no additional cost to Spartanburg County.

It is the Contractor's responsibility to insure that work is in compliance with all Federal, State, County, City, Correctional, ADA, and any other governing jurisdiction building, fire, safety or other codes. Contractor is responsible for all documentation, applications, purchasing any business licenses, and purchasing any permits required by the previous entities. The Spartanburg County Administration Building is located in the City of Spartanburg and Spartanburg City Building Codes can be contacted at 864-596-2041.

Bid is to be single price, complete turnkey, lump sum, subcontract proposal that includes all electrical work, ductwork, grilles, condensate lines, refrigerant lines, patching, control wiring, test and balance, taxes, removal and disposal of unnecessary items, cutting, welding, labor, materials, and any other items necessary to install the Spartanburg County IT Server Room AC at no additional cost to Spartanburg County.

All work shall be completed in accordance with Federal, State, and Spartanburg County safety regulations. Spartanburg County Risk Manager can be contacted at tbooker@spartanburgcounty.org.

Contractor is required to protect building and contents during construction and maintain a safe and weather tight interior at all times during the construction process.

At Mandatory pre-bid meeting contractor will tour the Spartanburg County Administration Building and will be able to inspect and assess existing conditions including existing AC to be removed and the electrical system.

Follow up visits are available and encouraged. Please email memory@spartanburgcounty.org if you would like to arrange a visit for you or your subcontractors.

After award of purchase order, any changes that result in additional cost to Spartanburg County must be submitted in writing to wanderson@spartanburgcounty.org 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 Spartanburg County Facilities – Facilities Senior Superintendent Jim Mancuso at jmancuso@spartanburgcounty.org.

Contractor is to meet the warranty requirements spelled out later in this document.

Manufacturer is to provide a letter, at the end of job, that the Spartanburg County IT Server Room AC has been properly installed and that said installation is certified to meet warranty requirements. Warranty is to be delivered with this letter and meet the warranty terms spelled out later in this document. The letter and warranty shall be received before final payment on job is given.

In the unlikely event asbestos is found, notify Spartanburg County Facilities immediately.

Retainage will be held at 10% until all items in liquidated damages have been completed.

Construction drawings can be found at:

Imaging Technologies 7092 Howard Street, Suite K Spartanburg 29303
Don Wardlaw or Susan Wilson 864-585-8388
Spartanburg County negotiated price of \$0.25 per square foot for black and white prints

Drawings can be previewed at Imaging Technologies Plan Well service at:

https://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=157

password scf

Administration 1951 = ITR0_admin1951

Administration 1987 = ITR0_admin1987

Administration 2007 = ITR0_admin2007

These are the original drawings and may be helpful to you. Over the past few years, there have been inaccuracies found in the drawings and no guarantees are made of the accuracy of the drawings. Field verification is required.

- Server Room AC:

The following is a base specification to establish a minimum level of quality. Competition is encouraged and other manufacturers can be bid if submitted for prior approval and approved by Spartanburg County. To submit another brand for prior approval email memory@spartanburgcounty.org a letter detailing any differences between the submitted unit and the specified unit, give two owner references that have operated the submitted unit for at least two years, within 100 miles of Spartanburg, with current contact information. The prior approval process deadlines are detailed in the section Exclusion / Addendum / Prior Approval Process.

Liebert CRV and Sanyo ECO-i are approved brands, provided the units meet the following conditions.

Provide two independent R-410A or R-22 air conditioning units that EACH provide 42,000 btu/hr sensible cooling at: 67 degrees Fahrenheit 50% relative humidity return air temperature, 95 degrees Fahrenheit ambient temperature. Unit capacity is to be controlled by either unloading compressors or variable speed drive compressors.

Provide all electrical work, refrigerant charging, factory certified warranty startup, ductwork, grilles, condensate lines, refrigerant lines, patching, ceiling modifications, control wiring, test and balance, and other items necessary to install units at no additional cost to Spartanburg County.

Electrical work is to be in conduit, no EMT.

New condensate lines are required and the old condensate line is to be removed. New refrigerant lines are required and the old refrigerant lines are to be removed.

Units are to have microprocessors with graphic displays, 2" MERV 8 filters, and crankcase heaters.

Units are to come with contractor installed rooftop condensers and units are to deliver required performance down to 0 degrees Fahrenheit ambient temperature.

Units are to have auto changeover controls to switch running unit once a week.

Bidder shall include the hardware, software and programming time necessary to provide all alarms, unit status points and read/write functionality of set points to the BACnet based integration control system. Bidder shall include with their proposal the lists of points available for monitoring only and read/write in the BACnet protocols.

Connect the new server room AC units to the Honeywell dry fire system so that the AC units shutdown upon activation of the Honeywell dry fire system.

- Demolition:

Provide demolition, removal, hauling, and disposal, at no additional cost to Spartanburg County, of existing 10 ton server room AC, rooftop condenser, existing condensate piping, existing refrigerant piping, and other materials not needed for new installation. Demolition items are to be removed from building to contractor provided containers or trucks, and are to be hauled and disposed of at a legally recognized public dump at no additional cost to Spartanburg County. The Spartanburg County Landfill cannot accept asbestos. The placement of waste containers/ trucks must be coordinated with Spartanburg County Facilities staff prior to placement. Any holes left from demolition to be patched with a visually matching material.

Prior to beginning job, inspect site for holes in fire walls above the ceiling in work area. If any holes are found notify Spartanburg County Facilities. At the completion of a job all penetrations need to be repaired and all ceiling tiles put back into place in accordance with Spartanburg City Building Codes requirements.

Any damage that occurs during the job should be referred immediately to Spartanburg County Facilities.

- Installation Operation and Maintenance Manuals:

Provide Winston Anderson (864-562-4361) three sets of Installation Operation and Maintenance manuals for all equipment installed for this job. This is required before final payment and release of retainage.

- Liquidated Damages:

Awarded Contractor will have liquidated damages of \$500 per calendar day that job completion exceeds completion date on the Notice of RFP Bid sheet two. Job Completion is defined as ALL seven of the following items completed: 1) Test and balance report accepted by Facilities, 2) Final Inspection from Building Codes delivered to Facilities, 3) Subcontractor paid in full letters delivered to Facilities, 4) Delivery to Facilities of Manufacturer's Letter and Manufacturer's Warranty, 5) Training DVD accepted by Facilities, 6) IOM manuals accepted by Facilities, 7) Access keys and/or access cards returned to Facilities.

- Roofing:

New roof penetrations and patching of any holes caused by removal of old equipment are to be patched by bidder provided GAF certified roofer.

- Test and Balance:

Provide a test and balance report of the unit's factory startup to include discharge air flow cfm, discharge air temperature and humidity, return air temperature and humidity, compressor amps, and refrigerant pressures.

- Training:

Provide a training DVD that shows start up, shut down, and maintenance requirements to maintain 5 year manufacturer's warranty and all installed equipment.

Special Terms and Conditions

Proposal Acceptance Period: Proposals resulting from this solicitation shall be valid for a period of 60 days from deadline for receipt. At the end of the 60-day period, proposals may be withdrawn at the written request of the vendor. If not withdrawn within five days subsequent to the sixty-day period, the proposal shall remain in effect until an award is made or the solicitation is cancelled.

Bid submittal documents (must be provided with bid):

1. Notice of RFP Bid Sheet Pages One and Two.
2. Copy of current State of South Carolina mechanical contracting license AC4.
3. Provide list of subcontractors and copy of their contracting licenses.
4. Provide letters from insurance companies stating contractor and subcontractor EMR ratings.
5. Contractor Fraud Acknowledgement form.
6. Loss Prevention Eligibility Requirements form.
7. Server Room AC manufacturer, model, and lists of points available for monitoring only and read/write in the BACnet protocols.
8. Experience as detailed in Experience section below.
9. Proposed completion date, if purchase order issued by December 4, 2009, 5:00pm, place on Notice of RFP Bid Sheet Page Two.

Award: An award shall be made to the vendor best suited to provide the services detailed in the Scope of Services section of this solicitation. Bid shall be awarded based on following criteria and any other information deemed relevant by the Spartanburg County Administrator shall be utilized in selecting the vendor for final award.

- Bid Submittal Documents:

All nine bid submittal documents must be included with the bid.

- Bonding of contractor:

Performance and bid bonds are not required for this job, however, at the end of the job, all of the bidder's subcontractors shall send a letter, on company letterhead, that they have been paid in full.

- Cost:

Bid is to be a lump sum subcontract, all taxes and fees included by bidder.

- Experience:

List three jobs, similar in size, completed by your firm, and list dollar amount, brief description, and reference phone number for job.

- Exclusion / Addenda / Prior Approval process:

Any items that need clarification, manufacturer model prior approval, and items that are not possible to be provided are to be emailed to memory@spartanburgcounty.org prior to 8:00am November 17, 2009. Bids are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addenda, to all mandatory pre-bid meeting registered bidders, on November 17, 2009. Any bids received with exclusions will not be accepted.

- Insurance:

All contractors and subcontractors must carry Worker's Compensation with required statutory limits.

All contractors and subcontractors must have a documented EMR (experience modification rating) of 1.00 or less.

- Licenses, Permits, and Building Codes:

The Spartanburg County Administration Building is located in the City Limits of Spartanburg and contractor is responsible for meeting all fire and building codes, securing all business licenses and permits, and providing all city required documentation. Spartanburg City Building Codes can be contacted at 864-596-2041. Spartanburg City Fire Marshall can be contacted at 864-596-2449.

- Mandatory Pre-Bid

MANDATORY pre bid conference is scheduled for 2:00 pm, November 3, 2009, meet at the Spartanburg County Administration Building Flagpoles 366 North Church Street Spartanburg SC 29303.

- Registration of Bidder:

Bidder must be registered to submit a bid. If not a registered vendor (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." Bid will not be accepted if contractor is not a registered bidder with current South Carolina and Federal tax ID numbers.

- Scheduling:

All bids are to provide a completion date on the Notice of RFP Bid Sheet Page Two, if purchase order issued by December 4, 2009, 5:00pm.

- Warranty:

5 year manufacturer's warranty on both air conditioners to include evaporator, condenser, electrical, refrigeration, and all components. Warranty is to include all parts and labor at no additional cost to Spartanburg County for five years, no pro-rating of warranty. Warranty begins after final payment on job and final acceptance of materials.

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 contractor shall comply with applicable federal, State, and local laws and regulations. By submitting this proposal, the vendor 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 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, vendors assert that they are not currently debarred from bidding 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.

Payment Terms and Invoices: Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the contractor to Spartanburg County Facilities by email (wanderson@spartanburgcounty.org).

Vendor Qualification: The Spartanburg County Government may make such reasonable investigations, including inspections of the vendor's physical plant, as deemed proper and necessary to determine the ability of the vendor to perform stipulated contract work and the vendor 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 contractor in whole or in part without the written consent of the Spartanburg County Government.

Changes to the Contract: By written notice to the contractor, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The contractor shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the contractor'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 contractor shall consist of this Request for Proposal, any addendum issues, and the proposal submitted by the vendor. 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 contractor 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 consultant is not performing as set out in the contract. Any such determination shall be effected by the delivery to the vendor 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 consultant 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 consultant covenants to save, defend, keep harmless, and indemnify the County and all of its 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 consultant's negligent performance or nonperformance of the terms of the contract.

Insurance: The vendor 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 bidder.

- A. Commercial General Liability: The contractor 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 vender, 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 contractor 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 contractor 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 vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, 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

Vendors must provide the County with a Certificate of Insurance showing proof of insurance as is acceptable to the County. Certificates that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Vendor 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 vendors 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 vendor cease to have insurance as required during any time, all work of vendor pursuant to this agreement shall likewise stop until insurance acceptable to the County is secured.

The vendor 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 vendor shall agree to cause each subcontractor employed by vendor to purchase and maintain insurance of the type specified herein, unless the vendor'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 Consultant: The selected vendor shall be legally considered an independent consultant and neither the vendor 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 vendor or its employees. The County shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to consultant. Further, the County shall not provide to the vendor any insurance coverage or other benefits, including Worker's Compensation.

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.

Fraud Policy: Vendors 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.

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 deemed necessary or desirable.

Vendor Obligation: In submitting a proposal, the vendor 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 proposal, the vendor 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 Tax: Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the vendor.

Form of Proposal: All proposals shall be submitted in one original and three copies. All proposals shall be returned in a sealed envelope or package by the date and time shown on the RFP cover sheet prepared by the Office of Purchasing. All RFP's shall be returned to the Spartanburg County Office of Purchasing, 366 North Church St, Spartanburg, South Carolina 29303. Bids received by facsimile or by electronic transmission will not be accepted.

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

Spartanburg County

Contractor's Fraud Acknowledgement Form

Bid No:
Bid Name:
Bidder Information: Contractor: _____ 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 contractor/vendor 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.

Contractor'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.

Request a copy from Internal Audit 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/VENDOR

By: *X*

Date:

Its:

Company Name:

Address:

Telephone:

Facsimile:

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