

RFP Number
23-12
A Request for Proposal for the
County of Spartanburg, 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 **11:00am, EST, December 8, 2011**, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**SPARTANBURG COUNTY OWNER OCCUPIED
HOUSING RECONSTRUCTION**

Description of project:
195 Trogden Road

**Mandatory Pre-Proposal conference will be held November 17, 2011 at 2 pm
at the Spartanburg County Community Development Department
9039 Fairforest Road, Spartanburg SC 29303**

- Submit:** One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before 11:00am, EST December 8, 2011.
- Address To:** Spartanburg County Government
Office of Purchasing
Room 1220
Attention: Lisa Coleman, Interim Director of Purchasing
- Mailing Address:** P.O. Box 5666
Spartanburg, South Carolina 29304
- Office Address:** 366 North Church Street
Room1220
Spartanburg, South Carolina 29303
- Mark Envelope:** Outside of sealed Proposal envelope must be marked:
RFP # 23-12 "SPARTANBURG COUNTY OWNER OCCUPIED
HOUSING RECONSTRUCTION" followed by your firm name and
address.

Deadline Enforced

Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals 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 Proposal.

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, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals 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 Proposal, 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. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. 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.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices proposed must be based upon payment in thirty days.
6. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
7. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

PROPOSAL FOR RFP # 23-12 SPARTANBURG COUNTY OWNER OCCUPIED HOUSING RECONSTRUCTION

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals, and of the following Addenda (receipt of which is hereby acknowledged):

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

LUMP SUM PROPOSAL PRICE: \$ _____

VOLUNTARY ADD 1 PRICE: \$ _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, to furnish and complete the installation of all items for base Proposal and all Proposal voluntary adds, at the prices as set forth above, within _____ days after fax receipt of purchase order. **PROTESTS:** Proposers 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 Office within 7 calendar days of the Intent to Award Notice.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / Email: _____

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. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. 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.

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", "Offeror", "Consultant", "Bidder", and "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 interests 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: Lisa Coleman, Interim Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers 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 Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the Proposal document. Any revisions to this RFP will be issued and distributed as an addendum.

PROTESTS: Proposers 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 Office within 7 calendar days of the Intent to Award Notice.

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.

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 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

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.

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. 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 Proposer to Spartanburg County Facilities by email (sreynolds@spartanburgcounty.org).

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 Proposal and any addendum issues. 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 Proposal. 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 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 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 Proposers 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 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 deemed necessary or desirable.

Proposer Obligation: In submitting a Proposal, 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 Proposal, 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 Requirement of State of South Carolina Sales Tax License or Retail Tax License or Use Tax License: Failure to include all service costs, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal, will result in the disqualification of the Proposer.

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

State of South Carolina Sales Tax License or Retail Tax License or Use Tax License Acknowledgement Form

RFP No: 23-12

Proposal Name: OWNER OCCUPIED HOUSING RECONSTRUCTION

Proposer Information:

Proposer: _____

Address: _____

City, State, Zip: _____

Contact: _____

Telephone: _____

Email: _____

State of South Carolina Sales Tax License or Retail Tax License or Use Tax

License ID number: _____

Federal Tax ID number: _____

The signature below acknowledges that Proposer is aware of and has been notified that Proposal will not be accepted if Proposer does not turn in this form with State of South Carolina Sales Tax License or Retail Tax License or Use Tax License ID number and Federal Tax ID number.

In addition, proposer is aware that Spartanburg County is not a State of South Carolina Sales Tax or Retail Tax or Use Tax exempt County and the Proposal shall be a lump sum which shall include the amount of all taxes, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal.

Proposer's Signature

Date Signed

Spartanburg County
Proposer's Fraud Acknowledgement Form

RFP No: 23-12
Proposal Name: OWNER OCCUPIED HOUSING RECONSTRUCTION
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.

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:

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.

Scope of Work/Services Provided:

The awarded Proposer shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the SPARTANBURG COUNTY OWNER OCCUPIED HOUSING RECONSTRUCTION. At a minimum, this work shall include:

- See attached Work Write Up documents.

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

It is the Proposer'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. Proposer is responsible for all documentation, applications, purchasing any business licenses, and purchasing any permits required by the previous entities. The project is located at: 195 Trogden Road Spartanburg SC 29306. The proposer is responsible for meeting all fire and building codes, securing all business licenses and permits, and providing all city required documentation. Please contact the Spartanburg County Community Development Department by email at (sreynolds@spartanburgcounty.org).

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.

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

After award of purchase order, any changes that result in additional cost to Spartanburg County must be submitted in writing to sreynolds@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 Community Development Department, Construction Specialist, Scott Reynolds at sreynolds@spartanburgcounty.org.

In the unlikely event that asbestos is found, please notify Spartanburg County Community Development Department immediately.

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

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 lcoleman@spartanburgcounty.org a letter detailing any differences between the submitted unit and the specified unit. Also, submit, two owner references that have operated the submitted unit for at least two years, within 100 miles of Spartanburg, with current contact information; list up to seven independent firms, within 100 miles of Spartanburg County, that can provide service work to the Proposer's system with current contact information; provide list of parts suppliers for fire alarm system within 100 miles of Spartanburg County with

current contact information. The prior approval process deadlines are detailed in the section Exclusion / Addendum / Prior Approval Process.

- Demolition:

Provide demolition, removal, hauling, and disposal, at no additional cost to Spartanburg County, of existing of all materials needed for construction. 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 Community Development Departmental staff prior to placement.

- Liquidated Damages:

Awarded Proposer will have liquidated damages of \$1 per \$300 of contract amount per calendar day that job completion exceeds completion date on the Notice of Proposal Page 2. Job Completion is defined but not limited to the following items completed: 1) Final Inspections from Building Codes delivered to Facilities, 2) Final Inspections from Construction Specialist from Spartanburg County, 3) Delivery to Spartanburg County Community Development Department of Manufacturer's Letter and Manufacturer's Warranty, 4) Access keys returned to Spartanburg County Community Development Department.

Proposal submittal documents:

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

1. Notice of Proposal Page 2 with Proposal prices and proposed days to complete Proposal.
2. Proposer's SC Sales Tax License, or Retail License, or Use Tax License Acknowledge Form page 10.
3. Proposer's Fraud Acknowledgement form completed, Notice of Proposal page 11.
4. SC Loss Prevention Eligibility Requirements page 12.
5. Provide list of subcontractors and license number, or statement that there are no subcontractors.
6. Project schedule.
7. HVAC Manual J Residential Load Calculation

Award:

An award shall be made to the Proposer best suited to provide the services detailed in the Scope of Services section of this solicitation. Proposal shall be awarded based on the following criteria and any other information deemed relevant by the Spartanburg County Administrator.

- Proposal Submittal Documents:

All seven (7) Proposal submittal documents must be included with the Proposal, or Proposal will be disqualified.

- Bonding of Proposer:

Proposer shall provide, with the Proposal, a bid bond for 5% of the total Proposal amount with Spartanburg County as the beneficiary.

The Proposer shall provide a performance/payment bond in the full amount of the Proposal with Spartanburg County as the beneficiary. This performance/payment bond shall be required after Proposal and issuance of purchase order. Purchase order will be issued contingent on production of performance/payment bond 3 working days after fax receipt of purchase order. A Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. 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.

- Cost:

Proposal is to be a lump sum with all fees included by Proposer. Proposal is to include the amount of all taxes, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal.

- 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 lcoleman@spartanburgcounty.org prior to 8:00am December 4, 2011. Proposals are not to have any exclusion. Exclusions will come from Spartanburg County in the form of an addendum, to all mandatory pre-Proposal meeting registered bidders. **Any bids received with exclusions will not be accepted.**

- Mandatory Pre-Proposal conference

MANDATORY Pre-Proposal conference is scheduled for 2:00pm, November 17, 2011. Meet at the Spartanburg County Community Development Department at 9039 Fairforest Road Spartanburg SC 29303. Mandatory Pre-Proposal conference is closed at 2:10pm, November, 17, 2011. Anyone arriving after this time will be disqualified from submitting a proposal.

- Protests:

Proposers 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 Office within 7 calendar days of the Intent to Award Notice.

- Registration of Proposer:

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 Federal Tax ID number.

- Scheduling:

All Proposals are to provide days to complete project, on the Notice of Proposal Page Two.

- Warranty:

Contractor will warranty, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the work as performed at Spartanburg County, South Carolina in connection therewith, against any and all defects due to faulty materials or workmanship or negligence for a period of twelve (12) months from the effective date of the contract completion.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damages, damages caused by acts of God, or other casualty beyond the control of the Contractor.

This Warranty shall be in addition to other warranties and guarantees set forth in the Contract Documents, and shall not constitute a waiver of additional protection of Spartanburg County afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to Spartanburg County under the law.

**SPARTANBURG COUNTY COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT
DESCRIPTION OF MATERIALS AND FINAL WORK WRITE-UP
“The Arkwright Redevelopment Plan”
195 Trogden Road
Spartanburg County
Bid # 23-12**

1. Excavation:

- Clear area of all debris, bearing Soil, Type: soil and clay.
- Remove and stockpile topsoil prior to construction.
- Install erosion control items (i.e. silt fence) per Spartanburg County requirements.

2. Foundation, Crawlspace

- Footing shall be placed on undisturbed well compacted soil.
- Footings shall extend 4” and shall be 12” thick under girder piers.
- Foundation Wall: Material: Brick: must be pre-approved by Construction Specialist prior to installation. Wall to be a min of 4” with concrete block piers under the home fill cores with concrete capped with a solid block.
- Provide Pressure treated lumber for sills, plates, bands and any lumber in contact with concrete.
- Prior to construction, contractor shall determine rough opening sizes for all built-in equipment, vents and or facilities and adjust plan dimensions as required.
- Foundation vents are to be 16” x 8” installed to code requirements.
- Place 12"x 24" cont. strip footing. Below frost line with 2- #4 rebar 2.5" min. from edges.
- Apply 6-mil polyethylene vapor barrier over ground under crawlspace.
- Access to crawlspace is to have treated a door with galvanized hinges and hasp for padlock.

3. Front and Side Porch:

- Pour and form 7’ x 17’ ½’ front porch slab 3000 PSI faced with brick row lock around outside porch perimeter.
- Front porch steps: Steps to be brick min of 5’ wide end bricks to be solid or concrete filled.
- Install vinyl hand rails one located on each side of the stairs with vinyl guard rails around the porch.
- Side Porch (6’-0 x 5’-0) landing 12” x 12” x 16” concrete footing with 4” x 4” treated post. Concrete to extend 2” above grade.

4. Columns:

- Install 3 columns on the front porch.
- The columns to be 8” Round Fiberglass, must include cap and base.

5. Floor System Framing

- Mud Sill: 2x4 treated
- Top plates: 2-2 x 4 spiked together
- Floor joists: 2 x 12 -16 o.c.
- Material 3/4" T&G O.S.B

6. Exterior Walls:

- Studs: 2 x 4 - 16" o.c., Grade: #2 Constr. Fir
- Plate: 2 - 2 x 4, Grade: #2 Constr. Fir
- Shoe: 2 x 4, Grade: #2 Constr. Fir
- Sheathing: 7/16 O.S.B.
- **Wrap all exterior walls and gable areas with house wrap. Seal seams and edges with tape recommended by house wrap manufacturer (not duct tape).**
- Height: Walls should be framed for 8' ceiling.

7. Partition Framing:

- Studs: Wood, #2 Constr. Fir
- Size & Spacing: 2 x 4 - 16" o.c.
- Height: Walls should be framed for an 8' ceiling.

8. Ceiling Framing:

- Wood, #2 So. yellow pine K.D.
- Size: 2 x 8 - 16" o.c. or as per code.

9. Roof Framing:

- Rafters: #2 SYP K.D.
- Size: 2 x 8 - 16' o.c. or as per code.
- Truss roof permitted (16" o.c.)
- Type: Gable with water table across front.
- Pitch: 6/12
- Sheathing: 15/32" CDX. 4 plywood, or 7/16 OSB wafer board
- Underlay: 15# felt

10. Roofing:

- Roofing: 30 year architectural single
- Flashing: Galv. Iron, 26 GA or 10 gauge aluminum. Flashed to be stepped and counter flashed.
- Vents: Ridge and soffit vents
- Metal drip-edge to assure proper run off.

11. Exterior finish:

- Siding: 5" inch Dutch lap
- 3 Sets of Shutters
- Front porch ceiling to be vinyl and the headers are to be wrapped in pre-finished

aluminum.

- Fascia & Soffits: Material pre-finished aluminum & vinyl overhang min of 18", including porch.
- Aluminum guttering on all eaves complete with downspouts and plastic splash blocks. (Splash blocks to be stored in storage area)
- Provide and install vinyl 4 sets of vinyl shutters for the house

12. Floor:

- 1/4 inch Luan underlayment required under all vinyl. Entire house to be Arte Beauflor vinyl flooring.

13. Interior walls & ceilings:

- Ceilings: 1/2" drywall, MR/Moisture Resistant (green board) board in baths.
- Walls: 1/2" drywall, MR/Moisture Resistant (green board) board in baths.
- Base mould - Colonial or Teardrop, including shoe mold.
- Pull down attic steps
- Interior doors: All doors should be wheelchair accessible, Material – Hollow Core - 1 3/8" (pre-hung units) with door stops.
- Closets complete with **16" vinyl coated shelving and rods.**
- **The Closets and Laundry doors in are to have hollow core twin doors.**
- Interior molding: 2 1/4" molded casings

14. Exterior doors:

- Front: Metal clad insulated door unit with fan light and peep hole.
- Storm doors (Full pane) at front and side doors.
- Complete with dead bolts.
- Side door to be solid core entry door and peep hole.
- Paint front door to match owner's choice of color.

15. Windows:

- Standard vinyl blind to be installed at all window locations
- Glass: **All windows are to have a U-factor of 0.65 and a solar heat gain coefficient (SHGC) of 0.40 or less.**
- **Trim: Contractor will have the option of providing wood trim or turning sheetrock at window locations. Window sizes as per code (8 windows total).**

16. Cabinets:

- Kitchen & Bath: factory made (Dark Finish), view floor plan lay-out
- Top: Laminate (roll top) owner choice.

17. Plumbing:

Per bath:

- Contractor will tie into county sewer line existing shall be to code
- Contractor to supply meter and tap fees.
- Tub: 1 pc. fiberglass tub/shower unit

- Water closet: American Standard or equal
- Lavatory: China drop-in lavatory.
- Shower for bathtub and shower curtain rod; **shower faucet shall be a Delta or Moen**

Kitchen:

- Sink: 33" x 22" stainless steel. **Faucet shall be low flow Delta or Moen**
- Water Heater: **Whirlpool 40-Gallon Energy Smart Electric Water Heater Model: EE3J40RD045V**
- Washing machine and dryer connections.
- Hose bibs at front and rear of house.
- CPVC,PVC,PEX water lines from meter to all fixtures.

18. Heating:

- Type: HVAC
- Unit to be 14 SEER Energy Star qualified. Unit to be Heil, Trane, Carrier, GMC or pre-approved by the construction specialist, prior to installation.
- Install Energy Star qualified programmable thermostat.
- Unit to be secured to a concrete pad.

19. Electrical:

- Wire to meet all code requirements with 200 amp panel with a minimum of 4 unused circuits left in the panel or to code.
- Install mechanical vents 1 per bath.
- Install light fixtures in all rooms. **ALL LIGHT FIXTURES ARE TO BE ENERGY STAR** or to be pre-approved by the construction specialist, prior to installation.
- All light bulbs are to be energy star Compact Fluorescents Bulbs (CFL)
- Install smoke detector to meet codes (hard wired).
- Install a 30" self-venting range hood GE or Maytag to match range and refrigerator.
- Install an additional light over the vanities & a dome light in the dining area.
- Install a WP GFCI at front and side of house.
- All closets to have light fixtures \$30 allowance each.
- Provide an additional light over the kitchen sink
- Provide and install exterior lights on the front and rear porches.
- Provide and install flood lights at rear of house with motion sensor.
- **BEDROOM FIXTURES:** (Energy Star) to be pre-approved by the construction specialist, prior to installation.
- **BATHROOM FIXTURES:** (Energy Star) 1 Vent/light installed in ceiling one in bathroom, \$60 allowance per fixture (Bar light **ABOVE THE SINK**) or to be pre-approved by the construction specialist, prior to installation.
- **LIVING ROOM AND ALL MASTER BEDROOM:** FAN LIGHT, Harbor Breeze 52" ceiling fan with light, \$100 allowance per light. Pre-approved by the construction specialist, prior to installation.
- **KITCHEN:** Install an Energy Star fixture with (CFL) bulbs \$60 allowance. Pre-approved by the construction specialist, prior to installation.

- Recessed lighting: A total of 12 twelve light fixtures with (CFL) bulbs, 4 in the kitchen, 4 in the family room, and 4 in the master bedroom.

20. Insulation:

- Ceiling: R-30
- Walls: R-13
- Floor: R-19
- All Duct Insulation in unconditioned spaces must be a minimum of R-8.

21. Termite Treatment:

- Provide Approved Bonded Chemical soil treatment, against fungus, termites, and other harmful insects.
- Treat this house for termites in accordance code requirements. Provide proof of termite treatment and inspection letter.

22. Miscellaneous:

- Contractor is responsible for pulling permit with Spartanburg County Building Codes Department as well as coordinating all needed inspections.
- Contractor is responsible for utilities (Sewer tap, water meter, etc).
- Telephone services including 5 phone jacks. One located in the family room, one in the kitchen and one each in the bedrooms.
- Front door bell.
- 1 medicine cabinet (recessed)
- 2 towel bars and 1 paper holder, and shower curtain rod in each bathroom.
- Wire for cable in family room and bedrooms.
- Provide and install a dryer vent kit
- Provide and install 100 sq. ft. of flooring in attic. Use $\frac{3}{4}$ T & G plywood.
- House number on front of house (to be visible from street)
- Back splash behind the stove.

23. Painting:

- Exterior: All exterior trim is to be covered with aluminum or vinyl with exterior paint.
- Interior: Paint all walls and ceilings with satin paint.
- Paint all trim with (White) semi-gloss paint.
- All paint choices must be basic earth tones or neutral colors unless they are Pre-approved by the construction specialist, prior to installation.

24. Grading:

- Site Preparation, rough grading and finish grading.
- Finish grading to achieve positive drainage to edge of property. Spread 2" soil on disturbed areas of the property.
- Provide and install a silt fence and gravel drive as required by code.

25. Cement Driveway and Walkway:

- Grade, form, and pour a 4" concrete driveway (apx. 75' X 12'), 15' x 4' walkway

from drive to front steps. Concrete shall be a minimum of 3000 PSI and have broom finish. Backfill all new drives and sidewalks.

26. Landscaping

- Seed and straw lot per County landscaping specs.
- Plant 4 plants or shrubs along the right and left front side of the house. **(two on each side) Pre-approved by the construction specialist.**

27. Appliances:

- Unit to be Energy Star GE or Maytag (All appliances are to be Black) range, refrigerator, microwave, and dishwasher \$600 for each purchase or Whirlpool model #DU890SWKQ, item #209820 or to be Pre-approved by the construction specialist, prior to installation.
- Provide and install a garbage disposal at kitchen sink.
- Unit to be at least ¾ hp. Allow \$150 for purchase.

NOTES:

- All construction to be completed in accordance with all local Codes and General Construction Specifications.
- All materials used are to be in accordance with the General Construction Specifications or equivalent.
- Contractor to furnish Construction Specialist with all permits and warranties, including the occupancy certificate.
- Contractor is responsible for all final grades on the lot. Lot shall be graded as to allow water to run to the property lines.
- All specified light fixtures can be found at Lowe's or Home Depot. No exceptions will be approved without a written change order.
- CONTRACTOR IS RESPONSIBLE FOR HAVING ALL WORK INSPECTED PRIOR TO COVERING BY SPARTANBURG COUNTY CODES DEPARTMENT.
- CONTRACTOR IS RESPONSIBLE FOR providing proof of purchase for all fixtures, appliances, or any item that is given a cost allowance. All must be pre-approved by the construction specialist, prior to installation.
- CONTRACTOR IS RESPONSIBLE FOR ALL TAP FEES. CONTRACTOR IS RESPONSIBLE FOR INSTALLING A SEWER CLEANOUT BY THE STREET AND HAVING PROPER INSPECTION PRIOR TO COVERING.



Floor Plan: 1,016 SF

