

**SPARTANBURG COUNTY, SC  
NOTICE OF RFQ**

Bid No. **37 09**

Bid No. **37-09**

Sealed bids for: **ON CALL PROFESSIONAL ENGINEERING SERVICES FOR FY 2010  
AND FY 2011 FOR SPARTANBURG COUNTY PUBLIC WORKS  
DEPARTMENT**

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. **April 02, 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. **37-09** and description: **ON CALL PROFESSIONAL ENGINEERING SERVICES FOR FY 2010 AND  
FY 2011 FOR SPARTANBURG COUNTY PUBLIC WORKS DEPARTMENT**  
must be put on the outside of your envelope with your firm name and address

---

**GENERAL DESCRIPTION OF COMMODITIES OR SERVICES**

---

REQUIREMENTS AND MINIMUM SPECIFICATIONS FOR THIS PROJECT WILL BE  
OUTLINED WITHIN THE RFQ PACKAGE

NON MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR 2 PM,  
TUESDAY, MARCH 03, 2009 IN CONFERENCE ROOM 109,  
SPARTANBURG COUNTY COMMUNITY SERVICES BUILDING, LOCATED AT  
9039 FAIRFOREST ROAD, SPARTANBURG, S.C. 29301

---

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: \$ N/A**

---

**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. Unless otherwise required, 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. When required, furnish samples, free of expense, prior to the bid opening. Label each sample with bidder'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 bid opening.
6. Show delivery time required after order is received (see bid below).
7. 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. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. 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.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices bid 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 bid 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.

---

---

**BID**

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

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this bid is accepted within 60 days of opening, 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)

**RFQ Number**  
**37-09**  
**A**  
**Request for Qualifications**  
**County of Spartanburg, South Carolina**

**Qualification Statement Packages** will be received in the Purchasing Department, 366 N. Church Street, Room 1220, Spartanburg, South Carolina until 2:00 PM, EST, April 2, 2009. All interested vendors are invited to submit a qualification statement package to Spartanburg County for the following:

**Consultant to Provide**

**“On Call Professional Engineering Services”  
For FY 2010 and FY 2011**

- Submit:** Six (6) Original copies of the qualification statement package must be received on or before 2:00 PM, EST, April 2, 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](mailto:memory@spartanburgcounty.org)
- Mark Envelope:** RFQ # 37-09 “ RFQ for Professional Engineering Services”
- Informational Meeting:** **March 3, 2009 at 2:00 PM. EST**  
**9039 Fairforest Road**  
**Spartanburg, 29301**  
**Room 109**  
**Non-Mandatory**

**Deadline Enforced**

**Qualification statement packages delivered after the time and date set for receipt of qualification statement packages will NOT be accepted and will be returned unopened to the proposer. It is the proposer's responsibility to ensure timely delivery of a qualification statement package. Facsimile and other electronic forms of the qualification statement package will not be accepted.**

**Introduction**

Any offer submitted as a result of this Request for Qualification (RFQ) shall be binding on the proposer for sixty (60) calendar days following the specified opening date. Any qualification statement package for which the proposer specifies a shorter acceptance period may be rejected.

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", "Bidder", "Offeror", "Consultant", "Proposer", are used interchangeably throughout this RFQ to define the companies submitting qualification statement packages.

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 qualification statement packages; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the qualification statement packages submitted; and to award the contract based on the established criteria and according to the qualification statement packages which best serves the interest of the County.

This RFQ is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFQ, 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 RFQ. Failure to adhere to this policy may be grounds for rejection of qualification statement package.

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 amendment to the bid document. Any revisions to this RFQ will be issued and distributed as an addendum.

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 qualification statement package 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 excepted 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 Statement**

Spartanburg County is a political subdivision of the State of South Carolina located in the upstate of South Carolina, approximately 90 miles southwest of Charlotte, North Carolina and approximately 160 miles northeast of Atlanta, Georgia. Spartanburg County government employs approximately 1,400 full and part time staff.

The County of Spartanburg, South Carolina requests a letter of interest and qualifications from consulting engineering firms experienced in providing transportation planning services for long range planning projects, engineering services for roadway and bridge projects, water and sewer engineering services, and general civil engineering services on an as-needed basis. Work will be performed for projects in Spartanburg County. The period covered by this contract will not exceed three years but may be reduced depending on consultant performance. Consulting firms shall indicate the projects for which they are interested. Consulting firms may submit their qualifications for any single project or combination of projects. Only one submittal per firm will be accepted. Four to six firms will be selected as "On-Call" Consultants. This process will streamline the consultant selection process for Spartanburg County funded studies and design. Approximately twenty projects per year may be distributed among the selected firms. Individual project assignments will be determined at the discretion of Spartanburg County. Contract costs will be on the basis of actual cost plus fixed fee, lump sum, or approved unit cost basis at the discretion of Spartanburg County.

Project "A" includes transportation planning services. Project "B" includes roadway design and project administration services. Project "C" includes bridge design and project administration services. Project "D" includes general civil engineering and project management services.

Spartanburg County intends to select several consulting firms to assist on an as-needed basis with the development of these projects. Departmental funding and areas of focus are outlined as follows:

### **Strategic Objectives**

Spartanburg County intends to select several consulting firms to assist on an as-needed basis with the development of these projects. Departmental funding and areas of focus are outlined as follows:

- The Spartanburg County Public Works Department designs, manages, and constructs approximately ten projects per year. These projects are administered through the Engineering Department and the County Transportation Committee (CTC). Road

widening, intersection improvements, and bridge replacements comprise the majority of the projects. Project budgets range from \$200,000 to \$1,500,000, with a total annual expenditure of approximately \$6,000,000.

- The Spartanburg County Parks and Recreation Commission's primary engineering services needs typically pertain to civil work such as storm water controls, grading, and surveying. Most work is limited to modifications of existing sites and small development projects such as parking lots or new ball fields and Green Ways. However, funding proposals for a significant capital development program are being considered by County Council that would substantially increase the scope of services for a broad range of engineering support. Project budgets for engineering services will be approximately \$20,000.
- The Spartanburg County Community Development Department operates as a Participating Jurisdiction of the U.S. Department of Housing and Urban Development. Annually Spartanburg County receives approximately \$1,300,000 in Community Development Block Grant (CDBG) Funds and \$525,000 in HOME Investment Partnership Program (HOME) Funds. Eligible projects for these funds include but are not limited to environmental assessments, water and sewer projects, sidewalk upgrades and new construction, ADA compliance improvements, site development, housing rehabilitation, and new construction.
- The Spartanburg Area Transportation Study (SPATS) metropolitan planning organization plans for and programs approximately \$5 million per year in federal highway funds for projects within the Spartanburg Urban Area. As part of its work program, SPATS has available approximately \$150,000 per year for transportation planning efforts. This includes, but is not limited to, traffic impact analyses, traffic flow analyses, traffic counts, traffic demand modeling, enhancement plans and studies, congestion and intersection analyses, signal timing plans and studies, demographic studies, public participation plans, and land use studies and analysis.

**A non-mandatory pre-bid conference will be held at the Spartanburg County Community Services Building, located at 9039 Fairforest Road, Spartanburg, South Carolina 29301 on March 3, 2009 at 2:00 PM in the Emergency Department Conference Room. Representatives from each department will be available to discuss the specific needs of their department and their expectations of selected "On-Call" consultants.**

Formatted: Font: Bold

Firms selected for Project "A" will be required to provide services related to transportation planning elements of data collection, land use impacts, operations, modeling, technical aid, traffic studies, environmental impacts, transit, and enhancements.

Firms selected for Project "B" will be required to provide services related to design and construction of roads. The selected firms may be requested to provide project management, feasibility studies, segmentation and implementation plans, cost estimates and schedules, value engineering services, surveys, preliminary design plans, environmental studies and documentation, public hearing plans and displays, right of way plans, right of way acquisition services, roadway construction drawings and special provisions, specifications, geo-technical design, seismic design, hydrologic/hydraulic design, permit applications, QA/QC services, shop drawing reviews, contract documents, and other associated tasks necessary for the implementation of roadway projects.

Firms selected for Projects “C” will be required to provide services related to design and construction of bridges. The selected firms may be requested to provide project management, feasibility studies, segmentation and implementation plans, cost estimates and schedules, value engineering services, surveys, preliminary design plans, environmental studies and documentation, public hearing plans and displays, right of way plans, right of way acquisition services, roadway approach and bridge construction drawings and special provisions, specifications, geo-technical design, seismic design, hydrologic/hydraulic design, permit applications, QA/QC services, shop drawing reviews, contract documents, and other associated tasks necessary for the implementation of bridge projects.

Firms selected for Project “D” may be requested to provide services related to design and construction of general civil engineering related projects. The selected firms may be requested to provide master planning of both large and small-scale developments, site evaluations to include soils investigations, environmental assessments, utility availability, road access, and environmental impacts. Additional tasks may include project management, feasibility studies, grading, drainage, hydrology, sediment and erosion control, pavement, potable water, sanitary sewer, sanitary lift station and force main, hydraulic design, capacity analyses, segmentation and implementation plans, cost estimates and schedules, value engineering services, surveys, preliminary design drawings, environmental studies and documentation, public hearing plans and displays, right of way plans, right of way acquisition services, permit applications, QA/QC services, shop drawing reviews, contract documents, and other associated tasks necessary for the implementation of general civil engineering projects.

Consulting firms interested in being considered for one or more of these projects should respond with five (5) original copies of the following information: letter of interest, direct response to the selection criteria identified below, current resume of qualifications, Forms SF 254 & 255, and any other pertinent information. Forms SF 254 & 255 is required for the primary firms and all sub-consultants. The submittal, with the exception of the cover letter and Forms SF 254 & 255, shall be limited to 10 double-spaced pages, typed on one side only. The selection will be based on the information submitted; however, interviews or requests for additional information may be required.

As part of the consultant selection process, Spartanburg County will consider the following: experience, qualifications and technical competence of the consultant and any proposed sub-consultants and of the key personnel assigned to the project (25%); proposed methodology for the project development process, including any suggested innovations, past performance on similar types of projects, and quality assurance procedures (25%); ability to meet anticipated schedule and budget requirements, past performance at meeting schedules and budgets on similar projects, and availability of the key personnel assigned to the project (20%); geographic location of the key personnel assigned to the project and their familiarity with the project area (30%).

All proposals shall include a listing of the projects and the respective dollar values of work performed by the consultant and all proposed sub-consultants within the past three years on all similar projects. For projects “A”, “B” and “C”, submit demonstrated experience in studies and design in accordance with SCDOT and Federal Highway Administration policies, procedures, and guidelines.

Consultants shall comply with Title VI of the Civil Rights Act of 1964. Spartanburg County strongly encourages the use and involvement of Disadvantaged Business Enterprises (DBE) on these projects.

**Scope of Work/Services Provided**

***Project "A": Transportation Planning Services***

The consultant shall provide services necessary for the development of transportation planning projects and studies within Spartanburg County, South Carolina. The scope of work may include but not be limited to any combination of the following:

Travel Surveys  
Traffic Counts  
Freight Movement Studies  
Socioeconomic Data Collection  
Retail Space Inventories  
Traffic Impact Analyses  
Studies related to Land Use and Transportation  
Intersection Analysis Studies  
Coordinated Signalization Studies  
Accident Studies  
Congestion Management Studies  
Traffic Calming Studies  
Design and Implementation of IVHS  
Regional Transportation Planning  
Regional Traffic Modeling  
Origin/Destination Studies  
Technical Services-TranPlan  
Technical Services-TransCad  
Technical Services - GIS (Geographical Information Systems)  
Air Quality Planning  
Title VI (Environmental Justice) Planning  
Transit Planning  
Rail Feeder-System Bus Route Studies  
Enhancement Planning  
Innovative Road Design  
Bikeway/Pedestrian Walkway Plans  
(Other tasks as deemed necessary by Spartanburg County)

***Project "B": Roadway Services***

The consultant shall provide services necessary for the development of certified right of way and construction plans for roadways within Spartanburg County, South Carolina. The scope of work may include but not be limited to any combination of the following:

Project management  
Surveys; boundary, topographic and/or photogrammetric  
Preliminary design

Cost estimates for preliminary engineering, right of way acquisitions and construction  
Value engineering services  
Environmental studies, documentation, and permit applications  
Public involvement  
Hydrologic and hydraulic design  
Sediment and erosion control  
Right of way plans  
Right of way acquisition services  
Geotechnical analysis/design  
Structural analysis/design  
Construction plans, special provisions, and estimates  
Supplemental specifications  
QA/QC services, including during construction  
Technical assistance during construction  
Other tasks as deemed necessary by Spartanburg County

***Project "C": Bridge Services***

The consultant(s) shall provide services necessary for the development of certified right of way and construction plans for bridges within Spartanburg County, South Carolina. The scope of work may include but not be limited to any combination of the following:

Project management  
Geotechnical analysis/design  
Seismic analysis/design  
Specifications  
Permits/environmental documents  
Bridge rating calculations  
Preconstruction conferences  
Shop plan review  
Construction cost estimates  
Value engineering services  
Traffic control plans  
Technical assistance as needed during construction  
Scour analysis  
Hydrologic/hydraulic design  
Sediment and erosion control  
Roadway design for bridge approaches  
Right of way acquisition services  
Surveys; boundary, topographic and/or photogrammetric  
Emergency repair design and drawings  
Special investigations and studies  
QA/QC services, including during construction  
Other tasks as deemed necessary by Spartanburg County

***Project "D": General Civil Services***

The consultant(s) shall provide services necessary for the development of construction drawings for General Civil Engineering projects within Spartanburg County, South Carolina. The scope of work may include but not be limited to any combination of the following:

- Project management
- Geotechnical analysis/design
- Specifications
- Permit applications
- Environmental assessments
- Soils investigation
- Preconstruction conference
- Shop plan review
- Construction cost estimate
- Value engineering services
- Technical assistance as needed during construction
- Hydrologic/hydraulic design
- Sediment and erosion control
- Right of way acquisition service
- Boundary and topographic surveys
- Special investigations and studies
- QA/QC services, including during construction
- Potable water system
- Sanitary sewer
- Sanitary lift station and force main
- Master planning
- Road access
- Utility coordination
- Other tasks as deemed necessary by Spartanburg County

### **Special Terms and Conditions**

***Qualification Statement Package Acceptance Period:*** qualification statement packages 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, qualification statement packages may be withdrawn at the written request of the vendor. If not withdrawn within five days subsequent to the sixty day period, the qualification statement packages shall remain in effect until an award is made or the solicitation is cancelled.

***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. Information gathered from response to the solicitation, interviews, negotiations, references, formal evaluation criteria and any other information deemed relevant by the Spartanburg County Administrator shall be utilized in selecting the vendor for final award.

Assigned staff of Spartanburg County Government shall serve as the Selection Committee for award of this solicitation and will use criteria detailed above in their review and evaluation of qualification statement packages. These criteria are used to evaluate qualifications and determine those vendors to be selected for interview and/or negotiation of contract terms. Criteria may be weighted to reflect importance and value. Qualification statement package respondents are required to address the evaluation criteria in the order listed and to provide specific explanation when presenting their qualifications

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.

***Vendor Information:*** Vendors submitting qualification statement packages shall include a letter of interest, direct response to the selection criteria identified below, current resume of qualifications, Forms SF 254 & 255, and any other pertinent information. Forms SF 254 & 255 is required for the primary firms and all sub-consultants. The submittal, with the exception of the cover letter and Forms SF 254 & 255, shall be limited to 10 double-spaced pages, typed on one side only. The selection will be based on the information submitted; however, interviews or requests for additional information may be required. Additionally, vendor name, address, telephone, fax, contact persons, contact person email address, FEIN, and proposal date must be included.

### **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.

***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 qualification statement packages 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 qualification statement package, 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 delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the contractor to the attention of the Spartanburg County Department of Finance: Accounts Payable.

**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 Qualifications, any addendum issues, and the qualification statement package 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 due oral or 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, at its sole discretion, that the selected consultant's performance does not meet contractual standards. 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 vendor 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 vendor, 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 vendor 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 vendor shall maintain Worker's Compensation Insurance 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.

Worker's Compensation – Statutory Limits

- 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

Vendors must provide the County with an acceptable Certificate of Insurance showing proof of insurance. 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 the vendor cease to have insurance as required, 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.

**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 qualification statement packages 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 qualification statement packages, or request additional information as may be deemed necessary or desirable.

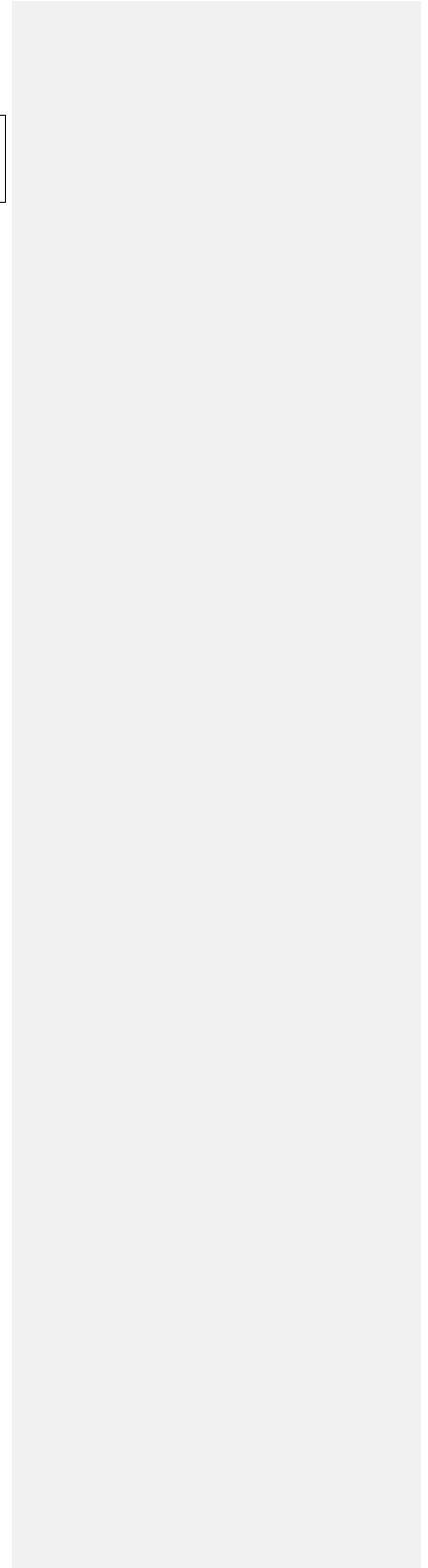
**Vendor Obligation:** In submitting a qualification statement packages, the vendor covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right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

**Availability of Funds:** By signing this qualification statement package, 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 qualification statement packages shall be submitted in seven original copies. All qualification statement packages shall be returned in a sealed envelope or package by the date and time shown on the RFQ cover sheet prepared by the Office of Purchasing. All RFQ'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 RFQ'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**

<b>Bid No:</b>
<b>Bid Name:</b>
<b>Bidder Information:</b> 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](http://www.spartanburgcounty.org) under the link to Auditor/Internal.
2. 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.