

**SPARTANBURG COUNTY, SC
NOTICE OF RFP**

Bid No. 41-10

March 10, 2010

Bid No. 41-10

Sealed bids for: **VICTOR MILL ASBESTOS SURVEY / AIR SAMPLING AND ANALYSIS
SPARTANBURG COUNTY**

Subject to 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. Box 5666
Spartanburg, SC 29304**

Bids must be received by 2:00 P.M. EST. April 1, 2010 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. 41-10 and description: **Victor Mill Asbestos Survey / Air Sampling and Analysis** 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
VICTOR MILL ASBESTOS SURVEY / AIR SAMPLING AND ANALYSIS**

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:** _____

Asbestos Survey Air Sampling \$ _____ **Lump Sum**
And Analysis Unit Price \$ _____ **per hour**

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.

BID Number

41-10

A **Request for Bid**

Sealed Bids will be received in the Purchasing Department, 366 N. Church Street, Room 1220, Spartanburg, South Carolina until 2:00 p.m. EST April 1, 2010. All interested vendors are invited to submit proposals to Spartanburg County for the following:

Victor Mill Asbestos Survey / Air Sampling Analysis

Submit: Three (3) copies of the proposal must be received on or before 2:00 p.m., April 1, 2010 EST

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 29303

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

Mark Envelope: **BID #41-10 Victor Mill Asbestos Survey / Air Sampling Analysis**

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.

Any offer submitted as a result of this Request for Bid (RFB) shall be binding on the bidder for sixty (60) days following the specified opening date. Any bid for which the bidder specifies a shorter acceptance period may 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 Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFB, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Bidder 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 bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; and to award the contract based on the established criteria and according to the bid which best serves the interest on 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 bids.

Bidders 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 RFB 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 bid 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 the whole or in part, must be stamped as **CONFIDENTIAL**, in bold font at least 12 point type, in the upper right hand corner of the page.

Scope of Work/Services Provided

Provide as asbestos survey and report of findings in accordance with asbestos management requirements of the South Carolina Department of Health and Environmental Control regulation and other Federal regulations for all standing and partially demolished structures at the Victor Mills located at 250 Victor Avenue in Greer, Spartanburg County, South Carolina. Provide Air Sampling and Analysis during the asbestos removal contract. Asbestos removal will be performed under a separate RFP to be issued after the results of the asbestos survey is completed. The asbestos survey contractor will be responsible for providing all resources required to safely access the structures to be surveyed.

Special Terms and Conditions

Bid Acceptance Period: Bids 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, bids may be withdrawn at the written request of the vendor. If not withdrawn within five days subsequent to the sixty day period, the bid shall remain in effect until an award is made or the solicitation is cancelled.

Bid Submittal Documents (must be provided with bid):

1. Bid Documents, first and second page.

Award: An award shall be made to the Contractor 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 contractor for final award.

- **Contractor Experience:**

Contractor is to have documented five years experience with similar projects.

- **Cost:**

Bid is to be a lump sum for the asbestos survey and report and a unit price per hour for air monitoring.

- **Exclusions:**

Any items that need clarification or are not possible to be provided are to be emailed to memory@spartanburgcounty.org prior to 5:00 p.m. March 29, 2010. Bids are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addendum, to all registered bidders, on or before March 30, 2010. Any bids received with exclusions will not be accepted.

- **Site Visits:**

Bidders are expected to visit the work site prior to bidding and be intimate with all site conditions.

Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

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 bids 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 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 Qualifications: 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 Bids, 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 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, 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 bidder 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 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 vender 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 project. The minimum 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 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 Contractor: The selected vendor shall be legally considered an independent contractor 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 contractor 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 Workers' 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 bid, 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 a 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 bids shall be submitted in one original and three copies. All bids shall be returned in a sealed envelope or package by the date and time shown on the RFB cover sheet prepared by the Office of Purchasing. All RFB;s shall be returned to the Spartanburg County Office of Purchasing, 366 North Church Street, Spartanburg, South Carolina 29303. Bids received by facsimile or by electronic transmission will not be accepted.

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

Contractor's Fraud Acknowledgement Form

Bid No:
Bid Name:
Bidder Information: Contactor: _____ 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.
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 contractor 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 provisions 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 constructions, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/VENDOR

By: _____ 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.

