

# SPARTANBURG COUNTY, SC NOTICE OF RFP

Bid No. **43-09**

Bid No. **43-09**

Sealed bids for: **SPARTANBURG COUNTY WELLFORD LANDFILL GAS COLLECTION AND CONTROL SYSTEM**

subject to the conditions on the reverse side, 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. **March 17, 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. **43-09** and description: **SPARTANBURG COUNTY WELLFORD LANDFILL GAS COLLECTION AND CONTROL** must be put on the outside of your envelope with your firm name and address

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**GENERAL DESCRIPTION OF COMMODITIES OR SERVICES**

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SPARTANBURG COUNTY IS SEEKING PROPOSALS FOR THE  
WELLFORD LANDFILL GAS COLLECTION AND CONTROL SYSTEM

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

MANDATORY pre bid conference is scheduled for 10:00 am, March 5, 2009 at the Community  
Services Building, 9039 Fairforest Road, Spartanburg SC 29301

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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:** \_\_\_\_\_

**LUMP SUM BID PRICE:**    \$ \_\_\_\_\_

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**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.

<b>BIDDER INFORMATION</b>	
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)
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By: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

## **ADVERTISEMENT FOR BIDS**

### **SPARTANBURG COUNTY**

**RFP # 43-09**

### **Gas Collection and Control System Wellford Landfill**

#### **RECEIPT OF BIDS**

Spartanburg County, South Carolina will receive bids for installation of landfill gas wells, lateral collection piping and headers, connection to the existing landfill gas system, and tie-in to the existing flare system at the Wellford Landfill. Bids will be received at the Spartanburg County Purchasing Department, Spartanburg County Administration Building, 366 North Church Street, Spartanburg, South Carolina 29303 **until 2:00 PM local prevailing time on March 17, 2009.** Bids received after this time will not be accepted. The time of receipt shall be determined by the clock in the Spartanburg County Administration Building. Bids will be publicly opened and read on the hour and date specified above.

#### **GENERAL DESCRIPTION OF WORK**

The project consists of furnishing the material, equipment, labor and supervision to install a new landfill gas collection and control system (GCCS) and tie-in to the existing flare system at the Wellford Landfill at the Wellford Landfill in Spartanburg County. The work also consists of clearing, earthwork, excavation, trenching, concrete, and paving required to repair roadways after the installation of the pipelines and GCCS.

The successful contractor will be required to provide materials, equipment, and labor to perform work in accordance with the Construction Drawings, the Specifications and applicable sections of the SCDOT Standard Specifications for Highway Construction and Spartanburg County Specifications. To qualify, all bids shall be submitted using bid forms contained in the Contract Documents. Incomplete or segregated bids will not be accepted.

#### **DOCUMENT EXAMINATION AND PROCUREMENTS**

Bid Documents consisting of the Contract Documents, Specifications and Construction Drawings may be examined at the following locations:

Spartanburg County  
Department of Public Works  
9039 Fairforest Road  
Spartanburg, South Carolina 29301  
(864) 595-5340

SCS Engineers  
2520 Whitehall Park Drive, Suite 450  
Charlotte, North Carolina 28202  
(704) 504 - 3107  
Contact: J. Morgan

[www.spartanburgcounty.org](http://www.spartanburgcounty.org), under "e" Online services, Bids and Contracts

The Bidders may purchase the Construction Drawings and Specifications at:

Spartanburg County  
Department of Public Works  
9039 Fairforest Road  
Spartanburg, South Carolina 29301  
(864) 595-5340

Cost: \$100

Questions regarding the intent or Scope of Work must be delivered in writing to Spartanburg County and to be given consideration, must be received at least ten (10) days prior to the date fixed for the opening of bids. Appropriate responses, where required, will then be issued by addendum to all holders of specifications prior to the date scheduled for submittal of bids.

### **PRE-BID CONFERENCE**

A **Mandatory** Pre-bid Conference will be held on **Thursday, March 5, 2009 at 10:00 a.m. in the Conference Room 209**, Spartanburg County Community Services Building, 9039 Fairforest Road, Spartanburg, SC, to answer questions.

### **BID SECURITY**

All bids must be accompanied by a certified or cashier's check or bid bond in the amount of 5 percent of the total amount bid made payable to Spartanburg County, South Carolina.

No bid shall be withdrawn for a period of 60 days after bid opening except as provided in Instructions to Bidders.

### **CONTRACT SECURITY**

Bidders must be licensed contractors in the State of South Carolina.

### **OWNER'S RIGHT TO REJECT BIDS**

The County reserves the right to waive informalities and to reject any and/or all bids.

### **Deadline Enforced**

**Bids delivered after the time and date set for receipt of bids will NOT be accepted and will be returned unopened to the Bidder. It is the Bidder's responsibility to ensure timely delivery of a bid. Facsimile and other electronic forms of bid will not be accepted.**

## INSTRUCTIONS TO BIDDERS

### 1. Introduction

Any bid submitted in response to this Advertisement for Bids shall be binding on the Bidder for sixty (60) calendar days following the specified opening date. Any bid for which the Bidder specifies a shorter acceptance period will be rejected.

This Instruction to Bidders provides basic information regarding the County's requirements for preparing and submitting a responsive Bid Package. Services which are not specifically requested in the Advertisement for Bids, 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 to define the companies submitting bids and/or bids.

During the preparation of the Bid for the project the Bidder and Contractor will need to review and reference information in the Contract Documents. The Contract Documents for the Wellford Landfill - Landfill Gas Collection and Control System (GCCS) installation include the following:

- Advertisement for Bid
- Addenda
- Contract Agreement
- Construction Labor and Material Payment Bond
- Performance Bond
- General Conditions
- Supplementary Conditions
- Technical Specifications
- Construction Drawings

If the Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the Bidding Documents and/or Contract Documents, 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 Advertisement for Bids 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 of the County.

This Advertisement for Bids is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of the Bidding Documents and/or Contract Documents, in writing, to: Mike Emory, Purchasing Director, at the mailing address, telephone number, fax number, or email listed in the Advertisement for Bids.

Vendors are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this Advertisement for Bids and/or the Contractor Document. Failure to adhere to this policy may be grounds for rejection of the Bid Package.

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 addenda to the bid document. Any revisions to this Advertisement for Bids will be issued and distributed as addenda.

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

A bid or 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 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.

## **2. Examination of Bidding Documents and Responsibility of Bidders**

- A. It is the responsibility of each Bidder before submitting one's bid to read and become thoroughly familiar with the Bidding Documents and Contract Documents including all Addenda, and to evaluate all difficulties attending the execution of the Project. In no case will the County assume any responsibility whatsoever for any interpretation, deduction or conclusion drawn from the examination of Specifications.
- B. It is the responsibility of each Bidder to visit the Project site and become familiar with the physical locale and site conditions that may affect cost or execution of the Project. Contractor is responsible to investigate site conditions and notify Spartanburg County through the Exclusion / Addenda / Prior Approval process of any items that need clarification. Bids will include all items necessary to complete job at no additional cost to Spartanburg County.
- C. Failure to become acquainted with all available information concerning the requirements of the Work will not relieve the successful Bidder from assuming all responsibilities for estimating the difficulties and cost of successfully performing the Project. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve said Bidder from any obligation in respect to his bid. It is also the responsibility of the Bidder to notify promptly County of all conflicts, errors, ambiguities, or discrepancies which the Bidder has discovered in the Bidding Documents.
- D. The submission of a Bid will constitute an incontrovertible representation by Bidder that:
  1. Bidder has complied with requirements of this Article 2.0 of this Section.

2. The bid is, without exception, premised on performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents.
3. Bidder has given County written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by County are acceptable to Bidder.
4. The Contract Documents are generally sufficient to indicate and convey understanding to Bidder of all terms and conditions for performing and executing the Project.

E. Questions, Omissions and Discrepancies:

1. No oral interpretation shall be made to any Bidder as to the meaning of any of the Bidding Documents or be effective to modify any provisions of the Contract Documents. All questions, regarding omissions, discrepancies or otherwise, shall be submitted in writing to the Engineer and shall be postmarked at least fourteen (14) days before the established date for bid opening. The Engineer will arrange an Addendum, which shall become part of the Contract, listing all pertinent questions received and the decision regarding each. Prior to the opening of bids, a copy of these Addenda will be sent to each of those who have obtained a set of the Bidding Documents.
2. Bidders shall acknowledge receipt of each Addendum on the Form provided. In the event that the Bidder does not acknowledge receipt of all issued Addenda, the Bidder's bid and Bid Package may be disqualified. Additions, deletions, revisions and/or amendments to the original Bidding Documents issued by an Addendum or Addenda shall be made a part of the Contract Documents.

### 3. Qualifications of Bidders

The Bidders on this project shall meet the minimum qualifications outlined in the General Conditions and the Technical Specifications. These minimum qualifications include, but are not limited to the following:

- A. **Experience Qualifications:** The successful Bidder shall provide documentation that the Contractor and the Contractor's Superintendent meet or exceed the following:
  1. Years of Experience: The Contractor shall have at least five (5) years continuous experience in the installation of landfill gas (LFG) collection systems and successfully completed the installation of at least five (5) different LFG collection system projects. The Contractor's Superintendent shall have at least three (3) years continuous experience with the installation of LFG systems and successfully completed the installation of at least three (3) different LFG collection system projects.

**B. Project Workplan:** As part of the qualification information in the Bid Package the Contractor shall submit a Project Workplan. The Project Workplan will be used by the County and the Engineer to evaluate the bids, and to determine if the Bidder has a adequate experience, and understanding to successfully complete the project. The Project Workplan is considered a part of the Bid Package and should include the following components:

1. Estimated Project Schedule: The project schedule should include the important milestones, completion date and address significant deadlines outlined in the Specifications.
2. Description of Standard Installation Procedures: This section should include a description of the installation and/or construction procedures that will be used by the Contractor for the following items:
  - Typical LFG Well
  - Typical LFG Sump
  - Trench Excavation and Pipe Installation
  - Trench Backfill and QA/QC Procedures.

The County will evaluate the qualifications information submitted by the Contractor to determine if a Bidder meets the minimum qualifications and experience requirements listed above. The County may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidders shall furnish to the County all such additional information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of and to complete this Contract, but failures so to reject shall not be considered proof of such Bidder's qualifications.

#### **4. General Terms and Conditions**

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

***Applicable Laws and Compliance:*** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The contractor shall comply with applicable federal, State, and local laws and regulations. By submitting this bid, 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

***Licenses, Permits, and Building Codes:*** The Contractor is responsible for meeting all fire and building codes, securing business licenses and permits and providing the County with the

required documentation. The Spartanburg County Building Codes can be contacted at 864-596-2041. The Spartanburg Fire Marshall can be contacted at 864-596-2449.

**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 bid, 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 bids on contracts by an agency of the State of South Carolina.

**Payment Terms and Invoices:** Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or owner accepted delivery of goods and services, whichever occurs last. Upon Substantial Completion, the County will pay an amount sufficient to pay invoices from the Contractor, less retainage as determined by the Engineer, in accordance with Paragraph 14.02 of the General Conditions. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Contractor to Spartanburg County Facilities by email (wanderson@spartanburgcounty.org).

**Vendor Qualification:** The Spartanburg County Government may make such reasonable investigations, including inspections of the vendor's physical plant, as deemed proper and necessary to determine the ability of the vendor to perform stipulated contract work and the vendor shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

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

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

**Entire Contract:** The entire contract entered into by the Spartanburg County Government and the contractor shall consist of this Request for Proposal, any addendum issues, and the bid submitted by the vendor. Collectively these materials shall comprise the Contract Documents.

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

**Termination of Contract:** The performance of work under the contract may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's

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

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

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

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

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

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

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

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

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



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 Contractor shall be legally considered an independent contractor and neither the Contractor 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 bids 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 bid, or request additional information as may be 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 right to cancellation or relief from the contract because of any misunderstanding or lack of information.

***Availability of Funds:*** By signing this bid, 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.

## **5. Preparation and Submission of Bids**

***Proposal Acceptance Period:*** Proposals resulting from this solicitation shall be valid for a period of 60 days from deadline for receipt. At the end of the 60-day period, 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. Notice of Advertisement for Bids Bid sheet, sheets one and two.
2. Bid Form and acknowledgement of receiving addenda.
3. Copy of current State of South Carolina general contracting license BD5.
4. Provide list of subcontractors and copy of their contracting licenses.
5. Provide letters from insurance companies stating contractor and subcontractor EMR ratings and can provide the required limits of insurance.
6. Bid Security in the form of a certified check, or cashier's check, or bid bond in the amount of five (5) percent of the total amount of the bid made payable to Spartanburg County, South Carolina.
7. Provide letter from bonding company stating ability to get performance/payment bond in amount of bid. A letter from a South Carolina Banking Institution stating ability to get Letter of Credit in amount of bid will be an acceptable substitute.
8. Qualifications Documentation including the names of superintendants, type and years of experience and the Project Workplan.
9. Contractor Fraud Acknowledgement form.
10. Loss Prevention Eligibility Requirements form.
11. Item manufacturer and model for major equipment including the air compressor, flare equipment, etc.
12. Construction Schedule

***Preparation of Bids:*** All bids for the Project shall be made on the Bid Form document. One original and two copies shall be submitted. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit prices for the item for which the bid is made. Any bid submitted on a detached, blank, or other form than that provided will be considered informal.

***Registration of Bidder:*** Bidder must be registered to submit a bid. If not a registered vendor {verify by calling Spartanburg County Purchasing at (864)-596-2519}, register online at [www.spartanburgcounty.org](http://www.spartanburgcounty.org), click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Bid will not be accepted if contractor is not a registered bidder with current South Carolina and Federal tax ID numbers.

***Form of Proposal:*** All Bid Packages shall be submitted in one original and three copies. All Bid Package shall be returned in a sealed envelope and/or package by the date and time shown on the Advertisement for Bids cover sheet prepared by the Office of Purchasing. All bids 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.

***Bid Submission Procedures:*** All bids must be received at the offices of the Spartanburg County Government, Office of Purchasing, Room 1220, located at 366 North Church Street, Spartanburg, South Carolina 29304 no later than 2:00 p.m. prevailing time, Tuesday, March 17, 2009. **NO BIDS WILL BE RECEIVED AFTER 2:00 P.M. ON THE DAY THE BIDS ARE TO BE OPENED.**

- A. Bids may be submitted personally, by mail, or delivered to the address as stated in the Notice to Bidders. All bids shall be submitted in sealed envelopes bearing the name and address of the Bidder and shall contain the following statement:

**“THIS IS A SEALED BID SPECIFICATION RFP # 43-09, CONSTRUCTION OF THE WELLFORD LANDFILL GAS COLLECTION SYSTEM EXPANSION. DO NOT OPEN UNTIL 2:00 P.M. PREVAILING TIME, TUESDAY MARCH 17, 2009.”**

It is the Bidder’s responsibility to ensure that bids received by County prior to the bid opening shall not be opened accidentally.

## **6. Bid Award and Contract Procedures**

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

The bidder to whom the award is made will be required to send executed performance and payment bonds, certificates of insurance, project schedule and the initial project management report as described in the Bidding Documents within ten (10) days after notice of acceptance of his bid. After receipt of these documents, the County will send Contract Agreement to successful Bidder and issue the Notice to Proceed. The successful Bidder shall execute and return three signed originals of the Contract Agreement to the County within seven (7) days. The Successful Bidder shall contact the following person for the purposes of preparing the Contract Agreement and receiving the Notice to Proceed:

Mr. Michael Emory, Director of Purchasing  
Spartanburg County Government  
Office of Purchasing  
366 North Church Street  
Room 1220  
Spartanburg, South Carolina 29303  
(864) 596-2519

If the Successful Bidder fails to enter into a contract, as herein provided, the award may be annulled and the Contract let to the next lowest and best-qualified Bidder in the opinion of the County, and such bidder shall fulfill every stipulation required herein as if he were the original party to whom the award was made.

# 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.

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:

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Its:

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Company Name:

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Address:

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Telephone:

Facsimile:

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**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.