

RFP Number
26-10
A Request for Proposal for the
County of Spartanburg, South Carolina
January 11, 2010

Sealed Proposals must be delivered to the Office of Purchasing address below or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by 2:00pm, EST, February 11, 2010, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**SPARTANBURG COUNTY On Call Right of Way
Consultant**

Provide Right of way Acquisition

Submit: One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before 2:00pm, EST, February 11, 2010.

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
Room1220
Spartanburg, South Carolina 29303

Mark Envelope: Outside of sealed Proposal envelope must be marked:
RFP # 26-10 "SPARTANBURG COUNTY "On Call Right of Way
Consultant" followed by your firm name and address.

Deadline Enforced

Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include all taxes, including SC state sales tax, and costs of transportation to the required destination.

CONDITIONS

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Prices proposed must be based upon payment in thirty days.
3. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
4. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

PROPOSAL FOR RFP # 26-10 SPARTANBURG COUNTY On Call Right of Way Consultant

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

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

Attachment "A" fill in all cost requested

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if purchase order issued by February 28, 2010, 5:00pm, to furnish all items for base Proposal and all Proposal options, at the prices as set forth above, within _____ days after fax receipt of purchase order.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / Email: _____

Introduction

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for 2 years following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

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

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

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

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

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

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

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

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

General Terms and Conditions

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

Applicable Laws and Compliance: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this proposal, the vendor certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Public Record: Upon award, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Payment Terms and Invoices: Prices proposed must be based upon payment in thirty days after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Spartanburg County CTC Department or by email (espeed@spartanburgcounty.org).

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

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

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

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

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

Termination of Contract: The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into

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

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

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

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

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

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

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

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

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

coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

Independent Consultant: The selected Proposer shall be legally considered an independent consultant and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

Audit: The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

Fraud Policy: Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Additional Information: Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may be deemed necessary or desirable.

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

Availability of Funds: By signing this Proposal, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

Notice of State Sales Tax: Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the Proposer.

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

Spartanburg County

Proposer's Fraud Acknowledgement Form

RFP No: 26-10
Proposal Name:
Proposer Information:
Contractor: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

Proposer's Signature

Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at www.spartanburgcounty.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

WHEREAS, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

WHEREAS, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

WHEREAS, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

NOW THEREFORE, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/ PROPOSER

By: X

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

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

The awarded Proposer shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the SPARTANBURG COUNTY On Call Right of Way Consultant.

Proposal submittal documents:

Must be provided, in the order listed, as a Proposal package, or Proposal will be disqualified. Provide one original and three copies, all unbound, no tabs.

1. Attachment "A" with prices.
2. Proposer's Fraud Acknowledgement form completed,.
3. Loss Prevention Eligibility Requirements form completed, 1.
4. Copy of current State of South Carolina Business contracting license.

Award:

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

- Proposal Submittal Documents:

All four Proposal submittal documents must be included with the Proposal, or Proposal will be disqualified.

- Cost:

Per Attachment "A"

- Experience:
At least 5 Years of Right of Way Acquisitions per SCDOT and Federal Guidelines

BID #26-10

REQUEST FOR PROPOSALS FOR RIGHT-OF-WAY

CONSULTANT SERVICES
FOR
SPARTANBURG COUNTY PUBLIC WORKS PROJECTS
SPARTANBURG, SOUTH CAROLINA

The Spartanburg County Public Works Department is soliciting proposals from experience right-of-way consultants. Firms wishing to submit a proposal should request a proposal information package by contacting Michael Emory, Purchasing Director, Suite 1220, Spartanburg, SC, 29303. Questions concerning specific proposal requirements should be directed to Eddie Speed, Spartanburg CTC, 9039 Fairforest Road, Spartanburg, SC 29301, telephone 864-595-5332 or email at espeed@spartanburgcounty.org.

General Information – Spartanburg County manages the design and construction of various road and bridge construction projects. Engineering is provided by consulting engineering firms who identify and prepare plats for land parcels that must be acquired for each construction project. Yearly project volume is approximately five million dollars. The County wishes to retain a right-of-way consultant to acquire the right-of-way needed for these projects.

The work will consist of appraisals, title searches, offers, relocations where required and assistance with condemnations and permissions.

Firms are requested to provide resumes and qualifications of persons who will be providing the services, summary of experience on similar projects and a list of clients served.

Proposal – Firms are requested to submit their proposal fee for providing the following services:

1. Appraisals per Individual Tract \$ _____
2. Simple acquisitions for tracts estimated to cost less than \$20,000 with no appraisal report – Make offer on basis of estimate and research title
Fee per Individual Tract \$ _____
3. Slope and construction easement permissions and research title
Fee per Individual Tract \$ _____
*(if tract is permission only: no additional charge for permission if that tract requires right-of-way as well)
4. Complex acquisition for tracts requiring an appraisal Report and title search
Fee per Individual Tract \$ _____
5. Court Appearance
Fee per Hour \$ _____

Proposal Submission – Submit proposals to the Purchasing Director, Spartanburg County, 366 N. Church Street, Suite 1220, Spartanburg, SC 29303 by 2:00 PM, February 11, 2010 and envelope marked on the outside with RFP #26-10, Proposal for Right-of-Way Consultant Services. Include in your proposal:

1. Resumes and qualifications of persons who will perform the work
2. Summary of firm experience
3. List of clients and references
4. Fee proposal as requested