

Fairfield County Council

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS RFQ WILL BE ISSUED BY THE PURCHASING OFFICE IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE INCLUDED WITH SUBMITTAL.

COMPLETING BID: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED.

SIGNING OF QUALIFICATIONS: ALL SUBMITTALS MUST BE SIGNED.

SUBMISSION OF QUALIFICATIONS: DOCUMENTS ARE TO BE SEALED AND SUBMITTED TO SHEILA PICKETT, FAIRFIELD COUNTY GOVERNMENTAL COMPLEX, 350 COLUMBIA ROAD WINNSBORO, SC 29180 PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: QUALIFICATIONS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS DOCUMENT WILL NOT BE CONSIDERED. QUALIFICATIONS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE OPENING. ALL SUCH TRANSACTIONS MUST BE SUBMITTED IN WRITING AND RECEIVED BY THE PURCHASING OFFICE PRIOR TO THE OPENING.

WAIVING OF INFORMALITIES: FAIRFIELD COUNTY RESERVES THE RIGHT TO WAIVE MINOR INFORMALITIES OR TECHNICALITIES WHEN IT IS IN THE BEST INTEREST OF FAIRFIELD COUNTY.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF THE COUNTY BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

METHOD OF AWARD AND NOTIFICATION: QUALIFICATIONS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS RFQ, TO THE MOST RESPONSIVE AND RESPONSIBLE VENDER(S) WHOSE QUALIFICATIONS CONFORM TO THE SPECIFICATIONS AND WHOSE QUALIFICATIONS ARE CONSIDERED TO BE THE BEST VALUE IN THE OPINION OF THE COUNTY.

DISCLAIMER OF LIABILITY: THE COUNTY NOR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY BIDDER FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COST CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COST AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO BIDDER ON THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

FAIRFIELD COUNTY IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

SELECTION CRITERIA

The review committee shall assign up to the maximum number of points as stated in this section for each evaluation item to each of the offerors. All assignments of points shall be at the sole discretion of the committee. Offerors who do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The selection of the offerors will be made in accordance with the Fairfield County Procurement Manual. The County shall have the sole discretion in evaluating both the Qualification Statement and the qualifications of the offerors. The County reserves the right to reject any and all Qualification Statements and is not bound to accept any Qualification Statements, if the Qualification Statement acceptance is contrary to the best interest of the County. The County reserves the right to waive or modify any information, irregularity, or inconsistency in statements received, request modification to statements from any or all offerors during the review process. All Qualification Statements shall be evaluated using the same criteria and scoring process.

Selection and Award Process

In the sole discretion of the Committee, based on the selection criteria, the top ranked offerors will comprise the selected pool. The Committee shall make a recommendation regarding the selection of firm/s to the County Administrator and Fairfield County Council who shall have final authority to award the service agreements to firms in the best interests of Fairfield County.

METHOD OF SELECTING THE FIRM FOR THE INDIVIDUAL PROJECTS

The firms selected from this RFQ will be a selected pool for the County to go to for services. There is no guarantee of work for firms in the selected pool.

The County will request proposals from one or more firms in the selected pool for an individual project as it arises. Proposals will contain a commitment to the County timeframe and a price for services. Sealed proposals will be submitted directly to the Purchasing Office. A purchase order will be issued for the individual project based on availability, cost, and the best value for the County. Proposals will remain confidential until the purchase order is issued.

AGREEMENT

Any agreement entered into arising from negotiations following this RFQ shall be subject to the following contractual provisions:

a. Notice:

Any notice to the County required under this agreement shall be sent by email and mail to Sheila Pickett at: sheila.pickett@fairfield.sc.gov and Fairfield County Purchasing, Sheila Pickett, P.O. Drawer 60; 350 Columbia Road, Winnsboro, SC 29180.

b. Agreement and Purchase order:

The selected firm shall promptly execute a service agreement incorporating the terms herewith within fourteen (14) days after requested by the County. No specific project work is to begin prior to receipt of a Fairfield County purchase order. The purchase order shall serve as the authorization to proceed in accordance with the proposal's specifications and the instructions.

c. Indemnification:

By submitting a Qualification Statement, the selected firm agrees that in the event it is issued a purchase order, it will indemnify and hold harmless Fairfield County from contingent liability to others for damages because of bodily injury, including death, that may result from the successful firm's negligent performance under this agreement, and any other liability for damages under which the selected firm is required to indemnify the County under any provision of the agreement.

d. In performance of this service agreement the selected firm is required to comply with all applicable federal, county and local laws, ordinances, codes and regulations. The firm shall be properly licensed and authorized to transact business in the State of South Carolina.

e. Insurance:

The selected firm shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the agreement. Automobile insurance shall cover all vehicles owned, hired or non-owned, operated by/or on behalf of the offeror in performance of this agreement. The selected firm is an independent contractor and is not an employee of the County. During the term of this agreement the successful firm shall, at its own expense, carry insurance with minimum coverage limits as follows:

A. Commercial General Liability in the amount of \$1,000,000 per occurrence and with a \$2,000,000 aggregate

B. Automobile Liability \$1,000,000 per occurrence

C. Architects and Engineers Professional Liability in the amount of \$1,000,000 per occurrence and a \$1,000,000 aggregate

D. Workers' Compensation South Carolina Statutory Limit

Fairfield County requires all suppliers that provide service on Fairfield County property to have workers' compensation coverage.

Prior to the start of work, a Certificate of Insurance shall be furnished to the Purchasing Department as evidence of the existence of such insurance. Certificates shall contain provision for a thirty (30) day prior written notice of cancellation or material change and list Fairfield County Council, Attn: Purchasing, P.O. Drawer 60; 350 Columbia Road, Winnsboro, SC 29180 as certificate holder and additional insured.

f. Non-discrimination:

In performing the services subject to this RFQ the selected firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The selected firm shall comply with all federal and county laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of agreement.

h. Covenant against Contingent Fees:

The selected firm warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement of understanding for a commission or

percentage for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul the agreement without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission or percentage.

i. Agreement Documents:

The terms, conditions, and specifications of this RFQ and the selected firm's response are to be incorporated, in total, into the agreement. The executed agreement and purchase order between the County and the selected firm shall constitute the agreement between the County and the firm. These documents contain the entire agreement between the County and the firm.

j. Applicable Law:

The laws of Fairfield County and the State of South Carolina shall apply, except where Federal Law has precedence. The selected firm consents to jurisdiction and venue in Fairfield County.

k. Federal, State and Local Laws:

The selected firm assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the firm and their employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

l. Termination for Convenience

Fairfield County may terminate for convenience any agreement resulting from this solicitation by providing thirty (30) calendar days advance written notice to the firm.

m. Assignment Clause

The selected firm will be required to give the County ninety (90) days' notice in the event of a change in the ownership of this agreement. The County is under no obligation to continue this agreement with an assignee. No agreement or its provisions may be assigned, sublet, or transferred without the written consent of the County.

n. Publicity Release

The selected firm agrees not to refer to the award of this agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The firm shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of agreement may be used and then only with prior approval of the County. The firm also

agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Purchasing Office.

o. Public Record

Fairfield County is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Request for Qualifications are subject to requirements of the Freedom of Information Act and may be deemed public records.