



CHEROKEE COUNTY

110 Railroad Ave.
Gaffney, SC 29340
Tel: (864) 902-2299
Fax: (864) 487-2796
Email: abi.reid@cherokeecountysc.com

Administered by: Abi Reid, Administrative Specialist

GENERAL CONDITIONS and FINANCIAL PROVISIONS:

PRICING: The company warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract. A maximum of 5% per year during the second and third year will be accepted.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Cherokee County
Attn: Accounts Payable
110 Railroad Ave
Gaffney, SC 29340

Cherokee County is responsible for all payments to the Company under this contract.

CHANGES: Cherokee County shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Company shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

NON-DISCRIMINATION: The Company shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of South Carolina.

ADVERTISING: In submitting a proposal to Cherokee County, the Company agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of Cherokee County Government.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Company agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Cherokee County Government until after the award of the contract. Companies not in compliance with the provision may, at the option of Cherokee County, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

COST FOR PROPOSAL PREPARATION: Any costs incurred by a Company in preparing or submitting proposals are the Companies' sole responsibility. Cherokee County will not reimburse any Company for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days following the submittal date. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Company shall become the property of Cherokee County when received.

COLLUSIVE BIDDING: The vendor's signature on the Cherokee County "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Company and without effort to preclude Cherokee County Government from obtaining the lowest possible competitive price.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Company shall promptly notify Cherokee County Government of any omissions or errors found in this document.

PROPOSAL OPENING: On that date and time the package containing the proposals from each responding Company will be publicly opened. At that time the name of the Company and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Companies pricing position. Neither can the assumption be made that the Company with the lowest price offered will be awarded the contract. See "EVALUATION CRITERIA" and "AWARD OF BID" for further explanation on the components involved with the award of this contract.

EVALUATION CRITERIA: Cherokee County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Company. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Company's ability to follow the specifications, the Company's ability to provide a team of skilled, trained employees, the Company's experience with similar projects and the Company's responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Company's to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Companies are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Company.

Cherokee County reserves the right to make independent investigations as to the qualifications of the Company. Such investigations may include contacting existing customers. Companies should keep in mind that this is a Request for Proposals and not a request to contract. Cherokee County reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of Cherokee County.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: Cherokee County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Company. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on "**BEST VALUE.**" "**BEST VALUE**" will allow Cherokee County to consider factors beyond pricing such as whether the responsible Company is able to meet and/or exceed the required specifications. "**BEST VALUE**" will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Company does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to Cherokee County

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Company and the award for the Security Fence has been made, the successful Company will be notified within ten(10) working days of this award. Cherokee County will notify the successful Company in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

TERMINATION FOR CAUSE: Cherokee County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause.

TERMINATION WITHOUT CAUSE: Cherokee County and the Company may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

EMPLOYEE GUIDELINES:

DRUG POLICY: The Company certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Company further agrees their employees shall comply with Cherokee County's Drug-Free Workplace Policy.

EMPLOYEE GUIDELINES: The Company shall use only qualified personnel to provide the required services. The Company shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

SAFETY:

State and Federal Regulations: The Company shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Company shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

Public Safety: The Company shall protect the safety and convenience of the general public. The Company shall perform work as needed and necessary to protect the general public from hazards.

SPECIAL CONDITIONS:

HISTORICALLY UNDERUTILIZED BUSINESSES: Cherokee County invites and encourages participation in this Request for Proposals process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

PROPOSAL INFORMATION:

- Proposals will be received by Cherokee County. Proposals may be submitted by mail or delivered in person. NO faxed or email proposals will be accepted. The Special Projects Coordinator must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall NOT be considered for award and the proposal shall be returned to the Company.

Each proposal must be submitted in a sealed envelope, addressed to:

Cherokee County
Attn: Abi Reid
110 Railroad Ave
Gaffney, SC 29340

- Each sealed envelope containing a proposal must be plainly marked with the **“COMPANY’S NAME”, “RFP TITLE”, “RFP NUMBER”, and the “RFP OPENING DATE & TIME”**.
- All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.
- Questions regarding this RFP must be submitted in writing directly to **Abi Reid**, abi.reid@cherokeecountysc.com.
- A conditional or qualified proposal will not be accepted.
- Prior to receiving the contract, the successful bidders will be required to submit a Certificate of Liability Insurance

COMPANY INFORMATION:

- 1. Owner of the Company _____
 - 2. Location of the Company _____
 - 3. List the number of years in business _____
 - 4. Is your business full or part-time? _____
 - 5. List the number of people employed on a regular basis. _____
 - 6. Do you maintain an office that is staffed during normal daily working hours?

 - 7. Who is the County's contact person in the event your firm is awarded the contract?

- E-mail Address: _____
- 8. List at least four (4) references of firms (not residences) in which your company has provided services within the past two (2) years.

| Company Name | Contact Name | Telephone Number |
|--------------|--------------|------------------|
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**CHEROKEE COUNTY
110 RAILROAD AVE
GAFFNEY, SC 29340**

REQUEST FOR PROPOSAL (RFP)

RFP TITLE: _____

RFP NUMBER: _____

Issue Date: _____

Purchasing Contact & Telephone

Abi Reid

Administrative Specialist

864-902-2299

PROPOSAL DUE DATE & TIME: _____

NOTE: Proposals received after the opening date and time will not be accepted.

Cherokee County Government solicits your company to submit a proposal on the above referenced project. By signing this form, the Company signifies their acceptance of all terms, conditions, and specifications set forth in this Request for Proposals. All proposals must have an authorized signature in the space provided below. Two (2) copies of your proposal must be sealed and delivered to: CHEROKEE COUNTY, Administration Office, 110 Railroad Ave, Gaffney, SC, 29340 before the RFP deadline. The package containing proposals for this project must reference the "COMPANY'S NAME", "RFP TITLE", "RFP NUMBER", and the "RFP OPENING DATE & TIME". **NO** faxed or email proposals will be accepted. Cherokee County Government will not be responsible for late or lost bids by the U.S. Postal office or any other delivery services used by the Company. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP AS OR FOR THE COMPANY.

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME: _____

TITLE: _____

DATE: _____

GENERAL SPECIFICATIONS/BID SHEET

Company Name: _____

Contact number: _____

Email: _____

Labor: \$ _____

Materials: \$ _____

TOTAL PRICE \$ _____

Do your services/product come with a warranty? _____

If yes, Please explain _____

NOTICE TO BIDDERS: Bids must be submitted on this form. Bids made otherwise will be subject to rejection.

Cost Proposal/Execution of Proposal

By submitting this proposal, the potential Company certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The cost and availability of all materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Company has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet
- Prior to receiving the contract, the successful bidders will be required to submit a Certificate of Liability Insurance and a current W9 form.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

BY: _____

Signature

Typed or printed name

Title

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.



CHEROKEE COUNTY VENDOR PREFERENCE AFFIDAVIT

_____, who being duly sworn, (company name/company representative) certifies that the vender identified in this Bid Response meets all qualifications for the preference as defined in Part 8 of the Cherokee County Purchasing Policy and Procedure Ordinance, as amended.

By this written claim, Bidder requests that the preference be exercised in consideration of the award of this Bid.

BIDDER CERTIFIED THAT HE MEETS ALL QUALIFICATIONS FOR THE (CHECK ONLY ONE OF THE FOLLOWING):

_____ 1. **CHEROKEE COUNTY VENDOR PREFERENCE**

Bidder Signature: _____

Bidder Name: _____

Position: _____

Firm Name: _____

Address: _____

Telephone: _____

Subscribed and sworn to before me this _____ day of _____, _____

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: _____

******This page ONLY applies to vendors that are located in Cherokee County**