

X. SUBCONTRACTS/SUBTIER AGREEMENTS

If the Bidder plans to subcontract any activities or funds pursuant to an award, a copy of the proposed subcontract agreement must be attached as a part of the proposal. No part of a proposal (or subsequent contract) may be subcontracted without prior written approval by both boards. The Bidder in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, Spartanburg County and Greenville County is in no way liable to the subcontractor.

Y. CONTRACT AWARD

Contracts shall be awarded to responsive Bidder(s) whose proposal are determined to be most advantageous, taking into consideration the evaluation factors set forth hereinafter. However, the right is reserved to reject any and all proposals received, and in all cases Spartanburg County will be the sole judge as to whether a Bidder's proposal has or has not satisfactorily met the requirements of this RFP, as governed by the SC Consolidated Procurement Code and Regulations. Terms and conditions that are included in this RFP will be part of all Contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) local policy or (3) administrative procedure. Notice will be mailed to Bidders, informing them of the success or lack thereof, of their proposal to receive an award.

Z. ADDITIONAL INFORMATION

The following items do not need to be considered when making a proposal. These items have been purchased previously and will be available once the contract is awarded.

- Equipment/Furniture in SC Works Centers – desks, chairs, computers for staff, phone system and copier, meeting space/classroom furniture (conference tables, chairs, computer labs).
- Estimated funds for this project range between \$1,800,000.00 - \$2,700,000.00
- It is preferred that bidders designate 30% of the proposed budget towards training and supportive services.

ATTACHMENTS

PROPOSER'S RESPONSE PACKAGE

SECTION 1

Evaluation Criteria

SECTION 2

Organization Experience and Financial
Information

SECTION 3

Budget Response Package

SECTION 1: EVALUATION CRITERIA

Narrative Instructions

In order to provide a clear vision of the program design and planned outcomes, please address all of the following in order:

- **Executive Summary** – a brief summary highlighting details (no more than 2 pages)
- **Main Purpose** – a mission statement or statement of intention
- **Goals/Objectives/Performance Outcomes** – **Describe the recruitment process and plan to recruit while completing the service plan for WIOA participants. This should include the number of participants to be served and projected performance levels of performance.**
- **Target Group(s)** – Identify any target groups and the number of each to be served.
- **Staffing Plan** – describe the range of activities to be performed by the staff. Include a job title and job description for each WIOA funded position proposed along with any minimum qualifications. If the identity of the staff member is known, please include his/her resume. If the position has no staff member identified, please note. It is imperative that the successful Bidder employ professional staff that is committed to staying current in all areas associated with his/her job responsibilities. Right of First Refusal to staff will be required for any Bidder during the contract negotiations.
- **Facilities** – It is expected that the program(s) operate within the SC Works Centers in the ULWAP area. At this time there are five - one located in each of the service counties. 2 of the centers are considered Comprehensive (Greenville and Spartanburg). The other 3 centers are considered affiliate sites (Cherokee, Greer, and Union). Describe what activities will be provided in the Center(s). Please note the Greer site only houses one Adult/DW case manager, and it does not currently deliver any other SC Works services.
- **Partnerships** – Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any MOAs already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.
- **Description of the Proposer** – What is the legal name of the organization, the legal status, and main purpose? How is the organization funded? Include an organizational chart showing lines of authority.
- **Experience** – Outline specific programs the organization has operated funding during the last three years that demonstrates experience in operating similar projects. Give program descriptions, funding sources, performance information and references. If the relevant experience has not occurred in the last three years, include the following:
 - number of years for each population
 - coordinated activities with schools, faith-based and/or community organizations, and business/employers operating those programs and your role with those partnerships
 - Data demonstrating past experience and performance for each population in the proposal
 - Reporting documents used in past experiences
 - Success indicators for previous experience
 - Location where the service was provided. Describe the accessibility, security, program requirements.
- **Administrative Capacity**- Describe the process the organization uses to capture and report information on program participants. What monitoring and evaluation of program operations and staff are routinely carried out?
- **Fiscal Capacity** – Describe the process used to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?
- **Subcontracts** – Are there plans to subcontract for services and activities within the proposal? If so, describe the nature of the subcontracts, the subcontractor, the services to be provided by subcontractor and the planned cost.

- **Program Description** – Describe the overall plan of service for any activity proposed. How will you recruit? What will be the customer flow? Which services will you coordinate with partner resources and which will you provide directly? Describe how the activities will be provided. How will you address Career Pathways and focus on the priority clusters? How will you increase the number of industry recognized credentials within the clusters of training? How will you blend skills training with work-based learning? How will you address the focus on financial literacy services? Are you prepared to work with English language learners? How are you planning to provide One-Stop Operator Services?

Budget Instructions

The Budget Summary is a summary of allowable cost objectives by line item. Each of the following worksheets is summarized on this worksheet to establish a project total.

The Staff Salaries, Fringe Benefit and Indirect Cost Worksheet present a detailed cost of individual allowable costs by line item. This sheet details the number of staff positions by job title or staff member, associated fringe benefits and indirect cost fee for the project.

Profit Sheet (if applicable) details what items profit is charged on and provides a summary of how profit is figured.

PART 2: EVALUATION CRITERIA

The local boards will identify one eligible provider of Adult, Dislocated Worker activities and One-Stop Operator in the local area by awarding grants or contracts on a competitive basis and in consideration of recommendations of the review committee.

The proposal review committee will evaluate the project proposals received based on the evaluation criteria included in this solicitation. Proposals receiving the minimum score to be considered (70) will be discussed by the review committee to determine best fit for the area's need in regard to service area, program elements to be provided and budgetary concerns. The committee will make a recommendation of funding to the Upstate Workforce Board as well as the Greenville County Workforce Development Board. The Boards will take action on the Committee's recommendation. It is at the sole discretion of the Upstate and Greenville Workforce Boards which proposal(s), if any, may be selected. It is expected that there will be a sole provider for all services in all four counties.

The criteria that will be used to evaluate proposals are below with respective point values. An application must achieve an aggregate score of 70 to be considered for funding.

A. Program Effectiveness	Weight 30
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1. Are the target groups clearly identified? Does the Bidder identify recruitment strategies?
2. Is there a clear description of the scope of the program?
3. Does the Bidder intend to operate within the SC Works Centers? Are additional satellite locations necessary?
4. Does the proposal describe partners that will be used? Are the roles clearly defined? Are there letters of support included?
5. If the proposal includes subcontracts, are the agreements fully described?
6. Does the organization have the ability to provide or arrange appropriate supportive services or financial assistance in accordance with the service strategy?
7. How does the Bidder plan to provide services? Does the Bidder have a plan for monitoring project success? Participant/Center success?
8. Does the proposal present a logical plan for participants transitioning to the new provider and continuing his/her employment plan?
9. Does the proposal show effective strategies for providing participants a sustainable career and not remedial unsustainable jobs?
10. Does the proposal include utilization of labor market information and career pathway information to drive training priorities? Does the proposal address sector strategies?
11. Does the proposal include a strong follow-up component to ensure success for participants after exit?

B. Performance (Demonstrated/Projected)	Weight 20
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1. Has the Bidder clearly outlined the goals and objectives of the program? Are the outcomes acceptable?
2. Did the Bidder demonstrate understanding of benchmark goals as indicators of the program objectives? Did the Bidder include goals to monitor the success of the project?
3. Does the Bidder have successful experience in serving the eligible population with services related to education and employment goals?
4. If the Bidder is a current provider, is the current grant successful in terms of performance outcomes and/or monitoring visits?

C. Proposer's Qualifications	Weight 20
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1. Does the Bidder have the organizational structure to administer the proposed project?
2. Does the Bidder meet the WIOA requirements to bid on the proposed project?
3. Does the Bidder have the background and experience in providing training services of a local community?
4. Does the proposal include an organizational chart and job descriptions for all budgeted staff?
5. Does the proposed staff have appropriate experience to provide the services of the project? If positions are vacant, does the proposal demonstrate an ability to recruit professional staff to operate the project on the proposed timeline?

D. Fiscal Responsibility	Weight 20
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1. Has the Bidder demonstrated ability to safeguard federal funds? Could the Bidder repay disallowed costs if disallowances are made during the monitoring of the grant?
2. Does the Bidder have a history not characterized by fraud and/or criminal activity of a significant nature? Has the Bidder not had a history of failure to comply with audit, monitoring, or reporting requirements?

3. For Fixed Price – Performance Based proposals, does the proposed payment schedule reflect payment based on achievement of recognized performance goals that are documented?
4. Are the costs reasonable for the activities to be provided and performance outcomes to be achieved?
5. Is the budget detailed and accompanied by a budget narrative?

E. General Responsiveness

Weight 10

1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
2. Does the proposal demonstrate an understanding of the guiding principals of WIOA?
3. Is the response complete with the items requested?
4. Is there internal consistency of data presented?
5. Is the Executive Summary clear and concise?

SECTION 2:
APPLICANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL INFORMATION

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation. If a question is not applicable or the answer is none, it should be annotated as such.

A. Name of Agency or organization, phone number and mailing address. If a non-governmental agency, provide the name under which you are incorporated.

Name

Address

Phone No.

B. Description of Method and System of Accumulating Costs under Government Contract subject to Audit.

1. **Has your Accounting System been approved by any Government Agency?**

Yes _____ No _____ If yes, name and location of Government Agency:

2. **Cost Accounting System** (General Description):

3. What was your overhead rate for your last completed fiscal year?

4. Has your indirect cost rate(s) been evaluated and accepted as current bidding rates by any Government Agency? Yes _____ No _____

5. Provide a general description of purchasing procedures used, including comments on selection of sources, treatment of purchase discounts, and make or buy policy should be provided.

C. Does your company have all the necessary personnel, experience, and equipment to perform the work required or the resources to obtain such work and is your agency prepared to perform and complete the contract within the prescribed time frame? **Make a definite statement:**

D. Organization's Structure and Experience

1. **Organizational Chart.** ATTACH a current organizational chart that outlines administration of proposed project. Include lines of authority and supervision for program operation.

a. After the award of a contract, all suitable employment openings must be listed with the local office of the S.C. Department of Employment and Workforce.

b. Changes in the approved listing of key staff represent a contract modification and should not be made without prior notification to the ULWAP Administrative staff. Notification must be submitted in writing to ULWAP Administrative staff prior to any staffing changes.

SECTION 3

BUDGET RESPONSE PACKAGE

Use Microsoft EXCEL budget sheets provided as an attachment to this RFP.

Exhibit B

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
 2. Show trade name or brand of any article included in the specifications.
 3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
 4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection.
 5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be rejected.
 6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal. Proposals which do not include all taxes will be rejected.
 7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be rejected.
 8. This Proposal is subject to the Spartanburg County Procurement Ordinance, this Request for Proposal (RFP) and the attached County contract.
 9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to rejection.
 10. This RFP provides basic information regarding the County's requirements. Items that are not specifically requested in this RFP, but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.
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PROPOSAL FOR RFP # 2021024

**UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP)
ADULT, DISLOCATED WORKER TRAINING ACTIVITIES
AND ONE-STOP OPERATOR**

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: _____
By: _____ (Signature)
_____ (Printed Name)
Title: _____
Date: _____
Address: _____ Email: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

Check box if corporate/company resolution attached (See Instruction 9 above).

Addenda Number: _____	Date: _____
Addenda Number: _____	Date: _____
Addenda Number: _____	Date: _____
Addenda Number: _____	Date: _____

Exhibit C

Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN
CONTRACT WITH SPARTANBURG COUNTY

WHEREAS, _____ will or has submitted a bid/proposal to Spartanburg
County for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good
or services to Spartanburg County; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate
governing body) of _____ does hereby approve and authorize

(Name of Individual) to execute a contract with Spartanburg County in an amount
not to exceed \$_____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

[INSERT NAME OF ORGANIZATION]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibit D

EVALUATION / AWARD CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Spartanburg County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Spartanburg County, based on the following factors listed below.

Proposers must achieve an aggregate score of 70 or above to be considered for funding.

- Program Effectiveness: 30%
- Performance (Demonstrated/Projected): 20%
- Proposer's Qualifications: 20%
- Fiscal Responsibility: 20%
- General Responsiveness: 10%

Spartanburg County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Spartanburg County, taking into consideration the cost and the evaluation factors set forth herein. Spartanburg County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of Spartanburg County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Spartanburg County may be considered as an unqualified source and their proposal may be rejected. Spartanburg County reserves the right to exercise this option as is deemed proper or necessary.

Exhibit E

Spartanburg County
Proposer's Fraud Acknowledgement Form

RFP No: 2021024
Proposal Name: Upcountry Local Workforce Area Partnership (ULWAP) Adult, Dislocated Worker Training Activities and One-Stop Operator
Proposer Information:
Proposer: _____
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.

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

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 864-596-3538.

Exhibit F

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

Exhibit G

EXAMPLE OF CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE	NAIC #		
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD LTS INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GPR, AGGREGATE LMT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> RET <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (FIRE/STRIKE) \$ 1,000,000 MED EXP (Acc or Sickness) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE PRODUCTS - COMP/OP/ACC \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LMT (Excludes) \$ 1,000,000 BODILY INJURY (Persons) \$ BODILY INJURY (Pets & Gen) \$ PROPERTY DAMAGE (Persons) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ OTHER THAN AUTO ONLY AGG \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENT CN \$
	<input type="checkbox"/> EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENT CN \$				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENT CN \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> AUSTALIA-TOBY LMTS <input type="checkbox"/> OTHER E... EACH ACCIDENT \$ 500,000 E... DISEASE - EA EMPLOYEE \$ 500,000 E... DISEASE - POLICY LMT \$ 500,000
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
SPARTANBURG COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY FOR WORK PERFORMED FOR THEM BY THE NAME INSURED. WORKERS' COMPENSATION POLICIES ARE TO BE ENDORSED TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS.					
CERTIFICATE HOLDER		CANCELLATION			
SPARTANBURG COUNTY 366 N. CHURCH STREET SPARTANBURG, SC 29303		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2011/06)

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Exhibit H

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes ___ No ___ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

2. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

3. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

4. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

Exhibit I

EXPERIENCES/ REFERENCES

List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg County, for **Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

a: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

b: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

c: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

d. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

e. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____



Exhibit J
County Of Spartanburg, SC
VENDOR LIST APPLICATION

FOR OFFICE USE ONLY:
 VENDOR #: _____

Company Name: _____
 (MUST MATCH THE NAME THAT WILL APPEAR ON INVOICES & W-9 SUBMITTED FOR PAYMENT)

Mailing Address: _____

Physical Address: _____

Payment Remittance Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____ **Title:** _____

Telephone: (_____) - _____ - _____ **Extension:** _____

Fax No. (_____) - _____ - _____ : **E-Mail:** _____

Federal Tax ID number: _____ **Is this a personal Social Security #?** yes ___ no ___
 (NOTE – A completed W-9 Form must be returned with this application)

Is this a Corporation? Yes ___ No ___ **Small Business?** Yes ___ No ___ **Owned by- Male** ___ **or Female** ___

Physical Presence in S.C.? Yes ___ No ___ **Method of Delivery:** ___ UPS ___ FedEx ___ Other

SC Retail License ____, **or SC Sales Tax** ____, **or SC Use Tax** ____ **Number** _____

Minority Vendor? Yes _____ No _____ (If yes, attach Certification Certificate.)

CATERGORY FOR SERVICES OFFERED (CHECK ALL THAT APPLY)

Architecture/Engineering <input type="checkbox"/>	Environmental Services <input type="checkbox"/>	Maintenance Repair <input type="checkbox"/>
Auto – Parts/Repairs/Body Shop <input type="checkbox"/>	Equipment Rental <input type="checkbox"/>	Medical Supplies <input type="checkbox"/>
Clothing/Uniforms <input type="checkbox"/>	Inmate Services <input type="checkbox"/>	Printing <input type="checkbox"/>
Construction - Major <input type="checkbox"/>	Information Technologies <input type="checkbox"/>	Safety <input type="checkbox"/>
Construction – Minor <input type="checkbox"/>	Landscaping <input type="checkbox"/>	Tele Communications <input type="checkbox"/>
Copier/Printer Equipment <input type="checkbox"/>	Law Enforcement <input type="checkbox"/>	Trade Contractors – HVAC/Plumbing/Electrical <input type="checkbox"/>
Other (not listed) <input type="checkbox"/> {describe}		

Provide a brief commodity/service description of your business: _____

NOTE: Placement on the bidders list is a service provided for your convenience. Inclusion is not a binding assurance of future solicitation. To insure bid participation, check our official website at www.spartanburgcounty.org to review posted projects that may be of interest to you.

INSURANCE: General Liability & Worker’s Compensation coverage is required for vendors that perform work for Spartanburg County. If not required by South Carolina State Law to have Worker’s Comp, a waiver must be submitted.

Return this completed form and W-9 to:

Mail: Spartanburg County, Purchasing Department, PO Box 5666, Spartanburg, SC 29304 or Fax: 864-596-2297

ALL PURCHASES MUST BE MADE WITH SIGNED PURCHASE ORDER PRIOR TO AN ORDER BEING PLACED

Exhibit K

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0; font-size: small;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: x-small;">Social security number</td> </tr> <tr> <td style="width: 25%; text-align: center;">[] [] [] []</td> <td style="width: 25%; text-align: center;">- [] [] - [] [] [] []</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: x-small;">Or</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: x-small;">Employer identification number</td> </tr> <tr> <td style="width: 25%; text-align: center;">[] [] [] [] [] [] [] []</td> <td style="width: 25%; text-align: center;">- [] [] - [] [] [] [] [] []</td> </tr> </table>	Social security number		[] [] [] []	- [] [] - [] [] [] []	Or		Employer identification number		[] [] [] [] [] [] [] []	- [] [] - [] [] [] [] [] []
Social security number											
[] [] [] []	- [] [] - [] [] [] []										
Or											
Employer identification number											
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Exhibit L

**SPARTANBURG COUNTY
WORKERS' COMPENSATION
STATEMENT OF INDEPENDENT CONTRACTOR**

I, _____, (_____) owner of
(Name of Contractor) (Federal ID# or SSN)
_____ hereby make the following statement about
(Name of Business)
my relationship with Spartanburg County:

1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for Spartanburg County. That work is:

(Brief description of work you are contracted to do)
When I complete the work, I will then expect to be paid _____
(Amount) in a lump sum. Neither I, nor my employees, will be paid by Spartanburg County on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Spartanburg County.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of Spartanburg County by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect Spartanburg County to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from Spartanburg County at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with Spartanburg County on this contract.
7. My employees and I are not entitled to workers' compensation benefits under Spartanburg County Workers' Compensation coverage.

Signature

Date

Exhibit M

SPARTANBURG COUNTY CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made this ____ day of _____, 20__ by and between SPARTANBURG COUNTY, a political subdivision of the State of South Carolina, hereinafter referred to as the "COUNTY"; and, _____, a _____ Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All other statements, discussions and negotiations, whether oral or written, are hereby merged into these contract documents. Any oral or written understanding not incorporated in these contract documents is not binding on any of the parties. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.

1.2. The Contract Documents consist of:

1. Spartanburg County Contract for Goods and Services;
2. [Addenda or Addendum __ to RFP # ____ (attached hereto as Exhibit A and incorporated herein by reference);]
3. Request for Proposal Number ("RFP") # ____ (attached hereto as Exhibit B and incorporated herein by reference); and
4. Proposal in response to RFP # ____ submitted by the CONTRACTOR (attached hereto as Exhibit C and incorporated herein by reference).

Collectively, these materials shall comprise the "CONTRACT DOCUMENTS."

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete whole contract to be constructed in strict accordance with the CONTRACT DOCUMENTS. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR whether or not specifically called for without increase in the Contract Price or Contract Period, as described in Articles 3 and 4 below.

1.4. MODIFICATION / CHANGE ORDERS. Any change orders, alteration, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County Administrator and CONTRACTOR, and executed with the same formality as this contract.

ARTICLE 2 – SCOPE OF SERVICES:

2.1 COUNTY has employed CONTRACTOR to provide services for the Upcountry Local Workforce Area Partnership (ULWAP) Adult, Dislocated Worker Training Activities and One-Stop Operator.

2.2 These services to be provided by CONTRACTOR are set forth more fully in the CONTRACT DOCUMENTS.

ARTICLE 3 – CONTRACT PERIOD

3.1. NOTICE TO PROCEED. This Agreement shall begin on the effective date of the Notice to Proceed. In compliance with Request for Proposal and subject to all conditions, thereof, the undersigned offers and agrees, to furnish the services and/or complete the installation of all items for the base Proposal and all Proposal voluntary adds, at the prices as set forth, within ____ days after fax or electronic receipt of purchase order.

3.2. FORCE MAJEURE. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to the County within 24 hours of CONTRACTOR's determination that there exists an industry wide material shortage, the following in order for the COUNTY, or its authorized representative, to concur that there is an industry wide shortage of the specific material so identified by CONTRACTOR: 1) A written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials.

ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. APPROPRIATION / NON-APPROPRIATION. The COUNTY shall pay for these services out of appropriated funds. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

4.2. CONTRACT PRICE. The COUNTY agrees to pay a total contract price that shall not exceed _____ (\$ _____).

4.3. PAYMENT TERMS. Payments shall occur as follows:
CONTRACTOR will submit invoices to COUNTY, which shall include a detailed listing of charges and a final bill upon completion of services. Within ten (10) business days of receipt of an invoice COUNTY shall notify CONTRACTOR of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide to COUNTY back-up data supporting the invoice. COUNTY and CONTRACTOR will, thereafter, promptly resolve any disputed items.

Payment on undisputed invoice amounts is due upon receipt of the invoice by COUNTY and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the COUNTY, then CONTRACTOR shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Article 8. No deposit nor advance sums shall be paid. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

ARTICLE 5 - INDEMNIFICATION.

CONTRACTOR agrees to save, defend, indemnify and keep harmless the COUNTY and all COUNTY officers, agents and employees from and against any loss, damage, claim, injury, fines, penalties, costs, including court costs, attorney's fees, charges, liability and exposure, however caused, arising from any negligent acts or omissions by CONTRACTOR, its agents, staff, consultants and contractors employed by it, in the performance or non-performance of the terms under this Agreement. CONTRACTOR shall not be responsible for any loss, damage, or liability to the extent arising from acts of the COUNTY, its agents, staff, and other consultants employed by it. This section shall survive the termination of this Agreement.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

6.1. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6.2. DRUG FREE WORKPLACE. During the performance of this Agreement, the CONTRACTOR agrees to comply with Section 44-107-30 of the South Carolina Code of Laws, 1976 as amended.

6.3. ILLEGAL IMMIGRATION REFORM ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with Section 8-14-10 *et seq.* of the South Carolina Code of Laws, 1976 as amended, or that this law is inapplicable to CONTRACTOR and its subcontractors. This is required of all CONTRACTORS and subcontractors.

6.4. COMPLIANCE WITH APPLICABLE LAWS. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with federal, state and local laws and regulations applicable to the performance of the services procured.

6.5. SOUTH CAROLINA ETHICS ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in full compliance with the South Carolina State Ethics, Government Accountability and Campaign Reform Act, codified as Sections 8-13-100 through 8-15-1520, of the South Carolina Code of Laws, 1976 as amended.

6.6. SAFETY AND HEALTH. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that the Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish, upon request, accident, incident, injury, and other records and reports required by Federal or State law or as required by the COUNTY.

6.7. COMPLIANCE WITH CODES AND STANDARDS. CONTRACTOR's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time CONTRACTOR rendered its services. CONTRACTOR shall not be responsible for any claim or liability for injury or loss allegedly arising from CONTRACTOR's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time CONTRACTOR rendered its services.

6.8. 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.

6.9. LITIGATION. CONTRACTOR agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the COUNTY, if the COUNTY requests such documents, witnesses and/or general assistance. The COUNTY shall reimburse CONTRACTOR for all direct expenses incurred and time according to CONTRACTOR's rate schedule as of the date of the execution of this Agreement.

6.10. CONFIDENTIALITY. CONTRACTOR will maintain as confidential any documents or information provided by the COUNTY and will not release, distribute or publish same to any third party without prior written permission from the COUNTY, unless compelled by law or order of a court or regulatory body of competent jurisdiction. CONTRACTOR shall provide written notice to the COUNTY in sufficient time to allow the COUNTY to intervene as necessary.

6.11. PUBLIC RESPONSIBILITY. The COUNTY has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. CONTRACTOR will at all times alert the COUNTY to any matter of which Contractor becomes aware and believes requires the COUNTY to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances.

6.12. SUBCONTRACTOR INSURANCE. The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

ARTICLE 7 – RIGHTS AND RESPONSIBILITIES OF COUNTY:

7.1. DEFAULT. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions and CONTRACTOR'S failure to cure the default within thirty (30) calendar days of CONTRACTOR'S receipt of notice from the COUNTY of the default, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs, in addition to recovery of fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulting CONTRACTOR requiring payment for these costs. The CONTRACTOR will be removed from future bidding until the payment has occurred. Provided further, that the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR to demonstrate that CONTRACTOR should not be debarred. Nothing in the section shall be construed to limit or waive CONTRACTOR'S ability to avail itself of remedies available under applicable laws.

7.2. RIGHT OF ENTRY. The COUNTY will provide for the right of entry for CONTRACTOR, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. CONTRACTOR agrees to be responsible for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment.

ARTICLE 8 – TERMINATION:

8.1. TERMINATION BY COUNTY. The COUNTY may terminate this Agreement and project for any reason upon seven (7) calendar days notice. Anything contained in the Agreement to the contrary notwithstanding a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed by the CONTRACTOR which has been completed prior to the date of termination, and COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such completed work.

8.2 STOP WORK UPON NOTICE OF TERMINATION. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR 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.

8.3 COMPENSATION TO CONTRACTOR IF TERMINATED. In the event of a termination under section 8.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not

be entitled to any compensation in excess of the value of the work performed plus its settlement and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

ARTICLE 9 – WARRANTIES:

9.1. WORK PERFORMED TO INDUSTRY STANDARDS. CONTRACTOR warrants to COUNTY that the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the State.

9.2. MATERIALS AND EQUIPMENT FURNISHED. CONTRACTOR warrants to COUNTY that any new materials and equipment furnished under this Agreement shall be of good quality and in working condition.

9.3. WARRANTY. CONTRACTOR warrants to COUNTY that all services and labor furnished to progress the work under this Agreement will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective.

ARTICLE 10 – MISCELLANEOUS:

10.1. NOTICES. The following persons shall be contact persons for the parties, and notices given them, by certified mail return receipt requested to the addresses shown, shall constitute valid notice under the requirements of this Agreement. The parties may amend such addresses by written notice to the opposite party at the given address.

1. For COUNTY:

B. Cole Alverson
County Administrator
P.O. Box 5666
Spartanburg, SC 29304-5666

With a copy to:

Ginny Dupont
Spartanburg County Attorney
P.O. Box 5666
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.2 INVOICE / PAYMENT ADDRESSES. The following persons shall be contact persons for the parties, for the purpose of submitting invoices and payments under this Agreement by depositing the same in the United States mail with postage prepaid, to the addresses shown:

1. For COUNTY: (Name)
(Title)
P.O. Box 5666
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.3. CHOICE OF LAW / VENUE. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the State of South Carolina, and that proper venue, in the event of litigation concerning this matter, is in the state or federal courts located in Spartanburg County, South Carolina. The parties agree that any litigation involving this Agreement shall be brought only in such courts. The parties herein each consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available.

10.4. SEVERABILITY. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

10.5. WAIVER. Any failure of the COUNTY or CONTRACTOR to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY or CONTRACTOR of the right to insist upon compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

10.6. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns. No party may assign this Agreement nor the rights and obligations hereunder to any other third party without the prior express written consent of the other parties.

10.7. HEADINGS. CONTRACTOR and County agree that the Article and Paragraph headings are for convenience only and are not a part of this Agreement.

10.8. SPARTANBURG COUNTY PROCUREMENT ORDINANCE. CONTRACTOR acknowledges that the Spartanburg County Procurement Ordinance is applicable to this Agreement. Contractual claims and disputes shall be conducted pursuant to the Spartanburg County Procurement Ordinance.

10.9. NO JOINT VENTURE. Neither this Agreement nor any agreements, instruments, documents or transactions completed hereby shall in any respect be interpreted, deemed or construed as making any party a partner or joint venture with any other party or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning the transactions related to this Agreement.

10.10. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

10.11. COUNTERPARTS. This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

[SIGNATURES ON FOLLOWING PAGE]

SPARTANBURG COUNTY, SOUTH CAROLINA

By: _____
B. COLE ALVERSON
COUNTY ADMINISTRATOR

Attested:

Debbie C. Ziegler
Clerk to County Council

[NAME OF CONTRACTOR]

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

Witnesses:

Approved as to form:

COUNTY ATTORNEY'S OFFICE
Date: _____