

**FAIRFIELD COUNTY**  
**Procurement Office**  
250 N. Walnut Street, Winnsboro, SC 29180  
Phone 803-635-1415 Fax 803-635-5969  
Cathy Washington, Procurement Director

***REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL SERVICES  
FOR FAIRFIELD COUNTY CLASSIFICATION AND COMPENSATION  
STUDY SERVICES***

RFP #: 2023 CLASS AND COMPENSATION STUDY

DATE: April 19, 2023

DUE DATE/TIME: **May 9, 2023 at 10:00AM EST**

RFP SUBMISSION: **One (1) original, four (4) copies, and one (1) digital copy**  
Cathy Washington  
Fairfield County Administration Building,  
Conference Room, 2<sup>nd</sup> Floor  
250 N Walnut Street, Winnsboro, SC 29180

MAILING ADDRESS: Fairfield County Procurement Office  
P.O. Drawer 60  
Winnsboro, SC 29180

CONTACT: Questions must be in writing and received by 2:00 P.M.,  
May 2, 2023  
Email Address: [cathy.washington@fairfield.sc.gov](mailto:cathy.washington@fairfield.sc.gov)

Fairfield County is inviting firms to submit proposals with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal opening.

The proposals must be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, opening date, and title.**

All submittals received in response to this Request for Proposals will be rated by a County

Selection Committee, based upon the Evaluation Criteria and other factors as listed on page six. This solicitation does not commit Fairfield County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this proposal, if it is in the best interest of the County to do so.

## **REQUEST FOR PROPOSALS**

# Fairfield County Classification and Compensation Study Services

## **PROJECT OVERVIEW**

Fairfield County, South Carolina is accepting proposals from qualified firms to conduct a countywide Employee Classification and Compensation Study. The closing date for this RFP is **May 9, 2023**, at 10:00 a.m.

Job descriptions and current grade schedules are available for most positions but contain dated information. The last compensation and classification study was completed in 2015.

## **GENERAL INFORMATION**

Fairfield County is somewhat unique in that we are a smaller rural county, at 710 square miles we are located in the upper Piedmont region of South Carolina. As of the 2020 census, the County's population was 20,948. Fairfield's county seat is Winnsboro and the County is part of the Columbia Metropolitan Statistical Area. Fairfield County has the unique advantage of being in close proximity to urban areas (Columbia, SC and Charlotte, NC) and their amenities while offering all the benefits of rural county.

## **GOALS AND OBJECTIVES**

The purpose of the Classification and Compensation Study is to address changes in the county operations and staffing over the past decade, which may have affected the type, scope, and level of work being performed.

The County's objectives are to:

1. Attract and retain qualified employees.
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together.
3. Provide salaries commensurate with assigned duties.
4. Clearly outline promotional opportunities and provide recognizable compensation growth.
5. Provide justifiable pay differential between individual classes.
6. Maintain a competitive position with other comparable government entities and private employers within the same geographic area.

All work will be done with regular involvement of the County Administrator, Deputy County Administrator and Human Resource's Department. Department Heads and other key personnel will be involved as necessary. Regular presentations and meetings with these individuals or groups incorporating their input into the process, are expected. Presentation to the County Council upon completion of the project is also expected.

## **SCOPE OF WORK TO BE PERFORMED**

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The consultant shall perform or provide the following:

1. Provide for a comprehensive evaluation of every job within the county to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.

2. Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
3. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable South Carolina jurisdictions as required.
4. Identify potential pay compression issues and provide potential solutions.
5. Analyze and recommend changes to the present compensation structure to meet market analysis. This recommendation may include recommendations for individual positions as well.

The Consultant is expected to schedule an initial meeting with the County Administrator, Deputy County Administrator and Human Resource's Director to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel. Consultant will meet with the department heads to explain the study and process to be used. Consultant will provide frequent updates to the Human Resource's Director and Deputy County Administrator.

### **CLASSIFICATION STUDY**

1. Consultant to review current classification grade methodology, and propose recommended strategies for the County.
2. Consultant to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
3. Consultant to update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/licenses/registrations requirements for classification as needed.
4. Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including fair Labor Standards Act (FLSA) and status (exempt/non-exempt).
5. Consultant to present proposed recommendations to the Human Resource's Director for review prior to making any final classification determinations.
6. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
7. Consultant to identify career ladders/promotional opportunities as deemed appropriate.
8. Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
9. Consultant to provide a straightforward, easily understood, maintenance system that Human Resource Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium.

Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

10. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spread out in the proposal.

## **COMPENSATION STUDY**

1. Consultant to review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the County can strive to maintain.
3. Consultant to recommend comparable labor markets, including both private and public sector employers for compensation survey.
4. Consultant to develop and conduct a comprehensive compensation and benefits survey,
5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist County staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.
10. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as market survey
11. Consultant to conduct a compression analysis to include any recommendations for implementation.
12. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

## **PROPOSAL FORMAT AND REQUIREMENTS**

The offeror shall submit one (1) original (conspicuously marked "ORIGINAL"), four (4) copies and one (1) digital version of their written proposal that presents their qualifications and understanding of the work to be performed. No more than 20 pages. Include all information requested, organized in tabbed sections clearly identifying a synopsis, structure of work, work schedule, references, and final deliverables. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal.

## **CRITERIA AND SELECTION**

After County staff has reviewed the proposals, final selection will be determined. Proposals will be

evaluated using the following criteria:

Quality and thoughtfulness of the proposal.	20 points available
Experience and key staff with similar studies.	20
References, credentials and/or recommendations from past clients.	15
Cost associated with developing, preparing and presenting the study.	25
Ability of the firm and the firm's subcontractor to provide the services as well as financial stability and availability.	20

**Total possible points equal 100 points.**

**BUDGET:**

The total budget for this project is \$20,000. In the consultant budget submitted with the proposal, please indicate areas where the County can provide assistance to minimize cost. If the proposed scope of work exceeds the County's total budget, please indicate which components of the consultant budget could be completed within the County's allotted budget and which would require additional funds.

**Prices quoted will remain firm for a period of 90 days from the due date.**

**INFORMATION/INQUIRIES REQUEST:**

Address inquiries to:

Cathy Washington, Director of Procurement  
Fairfield County Purchasing  
PO Drawer 60  
250 N. Walnut St.  
Winnsboro, SC 29180  
Email: [cathy.washington@fairfield.sc.gov](mailto:cathy.washington@fairfield.sc.gov)  
Phone: 803-635-1415

**FAIRFIELD COUNTY**  
**CLASSIFICATION AND COMPENSATION STUDY**  
**PROPOSAL FORM**

**This form must be completed and attached to the RFP documents to bid on the proposal.**

**PROPOSAL OF:** \_\_\_\_\_

**PROPOSAL TO:** FAIRFIELD COUNTY

**PROJECT NAME:** CLASSIFICATION AND COMPENSATION STUDY

**RFP NUMBER:**

**SOLICITATION DATE:** April 19, 2023

**PROPOSAL OPENING DATE & TIME:** May 9, 2023 at 10:00 A.M.

**TOTAL PROPOSAL PRICE:** \$ \_\_\_\_\_

**Required Pricing Sheet Breakouts for each component included (Yes or No):** \_\_\_\_\_

I, the undersigned have examined and reviewed the Solicitation documents and agree, if selected by Fairfield County, to execute the components of the proposal as awarded for the Classification and Compensation Study. I have carefully reviewed the prices as indicated in the proposal, and to the best of my belief and knowledge, they are complete and accurate including any incidental costs.

**AUTHORIZATION**

\_\_\_\_\_  
(Print Name of Firm/Company)

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

\_\_\_\_\_  
(Printed Signature) (Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Area Code & Telephone Number) (Area Code & Fax Number)

\_\_\_\_\_  
Email Address Witness/Print/Sign

**AWARD AND EVALUATION OF PROPOSALS/CRITERIA**

A panel of Fairfield County staff will review all proposals submitted and select the top proposals. The County may request written clarification if questions arise and/or best and final offers. Based on the initial proposals, best and final offers if requested, the panel will select the proposals which best fulfill the County’s requirements and is determined to be in the best interest of the County. The County will negotiate with the proposers, to determine final pricing and contract terms.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of responses. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Evaluation of the proposals is expected to be completed within 30 days after their receipt. The lowest price proposal will not necessarily be selected, and experience/proposed plan will be weighed more heavily than costs to ensure that the County is procuring best value versus lowest price.

Fairfield County assumes no responsibility for any cost incurred by proposer in the preparation of proposals.

A selection team assembled by the County will review the proposals and final selection will be made on or about June 9, 2023. Fairfield County reserves the right to interview any, all, or none of the respondents and to select who they feel is the most responsive consultant.

Award will be made to the responsive and responsible firm after evaluation of the proposals, oral presentations, and/or a thorough review of the qualifications, as determined to be the most advantageous to Fairfield County. The right is reserved to reject any and all proposals received, waive irregularities, and in all cases, Fairfield County has sole authority to determine whether a proposal has, or has not, satisfactorily met the requirements of this RFP.

Total possible points equal 100 points.

Before a Contract will be awarded for the services described herein, the County may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Proposer to perform all requirements specified under this Contract. Upon request, the Proposer will submit such additional information as deemed necessary by the County to evaluate the Proposer's qualifications.

The County reserves the right to reject all Proposals, or any Proposal not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Proposals.

### **ESTIMATED SCHEDULE**

Proposal Mailing Date/Advertising - April 19, 2023  
Question Deadline - 2:00 p.m., May 2, 2023  
Proposals Due - 10:00 a.m., May 9, 2023  
Final Selection - June 9, 2023

### **CONTRACTUAL REQUIREMENTS**

- 1.0 **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such



default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 ADDITIONAL ELIGIBILITY: Other Fairfield County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 10.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his

expense, shall furnish insurance certificate showing the certificate holder as Fairfield County, P.O. Drawer 60, Winnsboro, SC 29180, Attention: Purchasing Director and with a special notation naming Fairfield County as an additional insured on the liability coverage. If not otherwise specified, the minimum coverage shall be as follows:

- 10.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
  - 10.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
  - 10.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
  - 10.4 Umbrella Liability Insurance – Required at \$3,000,000 limit per occurrence.
  - 10.5 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
  - 10.6 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
  - 10.7 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
- 11.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 12.0 TERMINATION FOR DEFAULT:

- 12.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 12.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- 13.0 **TERMINATION FOR CONVENIENCE:** The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

## **SPECIAL INSTRUCTIONS**

- 1.0 **INTENT TO PERFORM:** It is the intent and purpose of Fairfield County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal opening date. A review of such notifications will be made.
- 2.0 **RECEIPT OF PROPOSAL:** Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void, regardless of when they were mailed.
- 3.0 **PREPARATION OF PROPOSAL**
- 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers.

The purpose of these presentations/discussions will be to:

- 6.1 Determine in greater detail such offeror's qualifications.
- 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged

and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as “Confidential” each part of their proposal, which they consider to contain proprietary information.

- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance. Circle Yes or No. If you answer yes, explain fully if it has been involved in any litigation involving performance.**

**NON-DISCRIMINATION STATEMENT**

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fairfield County or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons

seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Fairfield County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

### **CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name ( ) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Name Of Owner (“Fairfield County”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

OR

2. Employ only workers who:
- a. Possess a valid South Carolina driver's license or identification card issued by the South Carolina Department of Motor Vehicles; or
  - b. are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
  - c. possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

## Section 3 Business Self-Certification

### BASIC INFORMATION

1. Company Name: \_\_\_\_\_

2. Company Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

4. Contractor's License: Class A B C N/A License Number: \_\_\_\_\_

5. Business License \_\_\_\_\_ Number Federal ID Number \_\_\_\_\_

6. Type of Business: \_\_\_\_\_

### TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents\*; or

Yes  No

*Attach list of Section 3 owners and income certifications*

2. At least 30% of your full time employees include persons that are currently Section 3 residents\*, or within three years of the date of first employment with the business concern were Section 3 residents; or

Yes  No

*Attach list of employees, Section 3 employees, and self certifications*

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes  No

*Attach list of subcontracted businesses, types and amounts*

**VERIFICATION** - *The company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

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**I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.**

Signature of Business Owner or Authorized Representative: \_\_\_\_\_

Signature: Date: \_\_\_\_\_

Attested by: Date: \_\_\_\_\_

**\*Section 3 resident is:** 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.