



RFP #20095
Issue Date: 04/13/2020
Opening Date: 04/30/2020

Greenville County
Procurement Services Division

GREENVILLE COUNTY GENERAL ELECTRICAL AND ATHLETIC FIELD LIGHTING SERVICES RFP #20095

THE COUNTY OF GREENVILLE IS ACCEPTING SEALED-PROPOSALS FROM VENDORS TO PROVIDE GENERAL ELECTRICAL AND FIELD LIGHTING SERVICES, SUBJECT TO THE CONDITIONS AND ALL PROVISIONS SET FORTH HEREIN AND ATTACHED, UNTIL **3:00 PM, EDT, THURSDAY, APRIL 30, 2020**. THE SERVICE MUST BE FURNISHED AS DESCRIBED AND SPECIFIED HEREIN, THEN PUBLICLY OPENED.

RESPONDERS MUST FIRST REGISTER AS A VENDOR TO RESPOND ELECTRONICALLY TO THIS SOLICITATION. ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED.

TO REGISTER FOR "MUNIS SELF SERVICE" AND TO ACCESS THE SOLICITATION, VISIT:
[HTTPS://SELFSERVICE.GREENVILLECOUNTY.ORG/MSS/VENDORS/VBIDS/DEFAULT.ASPX](https://selfservice.greenvillecounty.org/mss/vendors/vbids/default.aspx)

ALL QUESTIONS CONCERNING THIS IFB MUST BE SUBMITTED IN WRITING VIA EMAIL TO:
SGAMBRELL@GREENVILLECOUNTY.ORG BEFORE **5:00 PM, EDT, MONDAY, APRIL 20, 2020**.

PROCUREMENT SERVICES DIVISION

By: *Shelva Sambrell*
Buyer

By: *Robert Brewer*
Director

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NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO MAY VOID YOUR BID.

INSTRUCTIONS TO RESPONDENTS
RFP #20095 GENERAL ELECTRICAL AND ATHLETIC FIELD LIGHTING SERVICES

1. Responses shall be submitted electronically through the Vendor Self Service.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _____ %.

FIRM NAME: _____ ADDRESS: _____

BY: _____

RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING

PRINT NAME: _____

TITLE: _____ EMAIL: _____

ONE: _____ FAX: _____



GENERAL ELECTRICAL AND ATHLETIC FIELD
LIGHTING SERVICES
RFP #20095

SCHEDULE

April 20, 2020	All Questions must be submitted in writing via email to: sgambrell@greenvillecounty.org by 5:00 PM, EDT
April 30, 2020	Bids must be submitted electronically through the Vendor Self Service, before 3:00 PM, EDT
April 30, 2020 – May 7, 2020	Review of Proposals*
May 7, 2020	Tentative Date of Award*
May 7 – May 21, 2020	Contract Negotiations*
May 21, 2020	Issue Notice to Proceed to Commence on July 1, 2020 *

** All dates after opening are tentative.*



REQUEST FOR PROPOSALS

GENERAL ELECTRICAL AND ATHLETIC FIELD LIGHTING SERVICES RFP #20095

I. Introduction

The County of Greenville is seeking proposals from vendors to provide General Electrical and Athletic Field Lighting Services for various Greenville County Locations. The County desires to enter into a One (1) Year Contract with the possibility of Four (4) Annual Renewals, and desires the right to add locations through the duration of the Contract.

II. Scope of Work

The County of Greenville is seeking sealed-proposals from vendors to provide General Electrical and Athletic Field Lighting Services, on an as-needed basis, for locations throughout Greenville County. The locations are identified as “Parks & Facilities” on the Greenville County Parks, Recreation website: <https://greenvillerec.com/>

The awarded vendor shall provide all labor, tools, materials, equipment, transportation, licensed-supervision, manpower and all incidentals required to service all equipment specified, on an as-needed basis; in accordance with the following specifications:

- A. Provide all General Electrical Maintenance Services, specified on “Pricing Sheet A” (Page 18).
- B. Provide all Athletic Field Lighting Maintenance Services specified on “Pricing Sheet B” (Page 19).
- C. Provide service orders on company’s letterhead, indicating the name of the Service Technician providing services, for each project.
- D. Respond to all requests within three (3) hours of notification to schedule service with authorized County Representative.
- E. Provide approved service order with invoice, for each project.
- F. Provide services without subleasing, reassigning, transferring, subcontracting or conveying any portion of the services, without written approval from Greenville County.
- G. Provide as-needed maintenance services at all facilities during Business Hours (7AM to 6PM, Monday through Friday).
- H. Respond to Emergency Requests outside of Business Hours, within twenty-four (24) hours upon receipt of request
- I. Comply with all Federal, State and Local Regulations regarding licenses, permits, and certifications.

III. Locations

The awarded vendor shall provide General Electrical and Field Lighting Services for locations identified as “Parks & Facilities” on the Greenville County Parks, Recreation website: "<https://greenvillerec.com/>, on an as-needed basis.

IV. Pre-Proposal Meeting

No pre-conference meetings are scheduled for this project.

V. Pricing

A. Proposals shall include pricing for the following, using Pricing Sheet A (Page 18) and Pricing Sheet B (Page 19):

1. Unit Price for all labor and equipment specified on Pricing Sheets A and B.
2. Hourly Rate for all services specified on the Pricing Sheets A and B.
3. Mark-up Percentage where specified on the Pricing Sheets A and B.

VI. Bonding

No bonding is required for this RFP.

VII. Submission Procedures and Requirements

All Electronic Submissions must be received by **5:00 PM, EDT, THURSDAY, APRIL 30, 2020**, through the Vendor Self Service. Electronic submissions will not be accepted after the deadline. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

- B. Responders to solicitations shall closely examine the specific requirements noted herein and the attached Terms and Conditions. Facsimile transmittals, hard-copies or offers communicated by telephone will not be accepted or considered.
- C. License and Permits – The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

VIII. Statement of Qualifications

Vendors shall provide a Statement of Qualifications that includes the following:

- Overview of company background.
- Statement by the contractor of his/her understanding of the services desired.
- Copy of Coverage of Insurance.
- List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.
- Resumes of key personnel (including any certifications, etc.) that will be involved in this project.

IX. Inquiries and Addenda

The process for Inquiries and Addenda is as follow:

- A. Questions: All questions concerning this RFP are to be submitted in writing to Shelvis Gambrell, Procurement Services Division, via email no later than **5:00 PM, EDT, MONDAY, APRIL 20, 2020**. Please refer all questions in writing about this Invitation for Bids and project to:

E-mail: sgambrell@greenvillecounty.org

Shelvis Gambrell

County of Greenville

Procurement Services Division

**301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7387**

All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

- B. Addenda: This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an RFP document. No addenda will be issued later than five (5) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Vendors shall acknowledge receipt of all addenda with their Bid.

X. General Information

Below is General Information regarding the Greenville County Procurement Process:

- A. Proprietary Information – The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.
- B. Errors and Omissions – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.
- C. Withdrawal of Proposal – An official representative of a Responder may withdraw a Responder’s response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.
- D. Non-Endorsement – If the County awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville’s endorsement of the successful Responder’s services.

XI. Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be

noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

- A. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- B. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #20095.
- C. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- D. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:
 - Comprehensive General Liability:
1,000,000 per occurrence - combined single limit/\$2,000,000 General Aggregate, to include products and completed operations
 - Automobile Liability:
\$1,000,000 per Occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
 - Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
\$1,000,000 Each Accident
\$1,000,000 Disease, per Employee
\$1,000,000 Disease, Policy Limit
 - Professional Errors and Omissions:
\$1,000,000 per Occurrence / \$2,000,000.00 General Aggregate
\$1,000,000 Disease, per Employee
\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

XII. Evaluation Criteria

The proposals will be evaluated on the following criteria utilizing the Score Sheet included (Page 17) in this RFP. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders:

- Responsiveness to this RFP
- Previous Experience with Projects of Similar Scope and Size
- Cost
- References

XIII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XIV. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

XV. Sample Contract

A Sample Contract is included for review.



GENERAL ELECTRICAL AND ATHLETIC FIELD
LIGHTING SERVICES
RFP #20095

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Response Opening and Award:** Responses shall be publicly opened and only the names of the offerors disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. Award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Responses, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.
3. **Responders Qualification:** Responders 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 these specifications. The County reserves the right to make the final determination as to the responder's ability to provide the products or services requested herein.
4. **Responders Responsibility:** Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.
5. **References:** The County requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. Waiver: The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.
7. Rejection: Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
8. Response Signature and Solicitation Alterations: The responder shall sign his response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.
9. Questions: Questions shall be submitted by email to the assigned buyer listed in the solicitation, by the date/time specified on the schedule.
10. Bid Bond (not applicable for this project): If required per solicitation, bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.
11. Return of Bid Bond (not applicable for this project): When bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.
12. Performance and Payment Bond (not applicable for this project): The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the County, shall furnish a satisfactory performance and payment bonds in the amount of the total bid price. The performance and payment bonds must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bonds in said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bonds will insure that the successful

bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bonds will be in effect for one year after completion of the contract.

13. Availability of Bonding Agency: In addition, the bonding company must have an agent available to meet with County officials to clarify and explain the County's responsibility in maintaining the integrity of the bond.
14. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.
15. Number of Response Copies: Submissions must be received through the Vendor Self Service.
16. Response Changes: Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.
17. Response Price: The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.
18. Federal, State and Local Laws: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
19. Tie Bids: In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-305(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the County.
20. Deduction and Holdbacks: In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a

reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

- A. For use of County's forces – actual cost involved.
- B. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. Evaluation Criteria:

The responses will be evaluated on the following criteria utilizing the score sheet included in this solicitation. Greenville County reserves the right to interview responders to this solicitation at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- A. Responsiveness to RFP
- B. Previous Experience with Projects of Similar Scope and Size
- C. Cost
- D. References

22. Quality: Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new and in first class condition unless otherwise indicated herein.

23. MBE/WBE Participation – Affirmative Action:

- A. MBE/WBE – Vendors submitting responses are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
- B. The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

24. Default: In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.

25. Termination for Cause: Any awarded contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to

the announced termination date. In the event of termination, the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

26. Termination for Convenience: Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. Non-Appropriation: Any contract entered into by the County resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
28. Incorporation of Proposal into Contract: The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.
29. S.C. Law Clause: Upon award of contract under this response, 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 with 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 response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. Illegal Immigration Reform Act Compliance: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.
31. Assignment Clause: Successful responder will be required to give the County ninety (90) days'

notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

32. Indemnification: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
33. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
34. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
35. Contractor License Requirement: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.
36. Conflict of Interest Statement: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
37. Insurance:
The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.
 - A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall

be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

- B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP # 20095.
- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.
- E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:
 - o Comprehensive General Liability:
1,000,000 per occurrence - combined single limit/\$2,000,000 general aggregate, to include products and completed operations
 - o Automobile Liability:
\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
 - o Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers Liability
 \$1,000,000.00 Each Accident
 \$1,000,000.00 Disease, Per Employee
 \$1,000,000.00 Disease, Policy Limit
 - o Waiver of Subrogation
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor
 - o Professional Errors and Omissions:
 \$1,000,000.00 per Occurrence / \$2,000,000.00 General Aggregate
 \$1,000,000.00 Disease, per Employee
 \$1,000,000.00 Disease, Policy Limit

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

38. Contracts: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard

contract.

39. Contractor Liability: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
40. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
41. Non-Collusion: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.
42. Prohibition of Gratuities: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
43. Publicity Releases: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
44. Public Record: The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.
45. Precedence: In the event of conflict between the terms and conditions and the specifications, the

more restrictive instruction shall take precedence unless stated otherwise in the specifications.

46. Compliance With Prison Rape Elimination Act (PREA): By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor's failure to comply with the Act.
47. Americans with Disabilities Act - All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice's regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to (ADA.gov).
48. Asbestos Management Plan: Contractor, contractor's employees or any subcontractors will not introduce asbestos containing materials into any County of Greenville facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in County of Greenville facilities.

Failure by Contractor, Contractor's employees or any subcontractor to comply with the County of Greenville Asbestos Plan and / or any governing agency's regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. It is the responsibility of the contractor to:

- A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor's employees and subcontractors notification of ACM
 - B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)
 - C. Provide proper licenses, permits, and certifications
 - D. Comply with all federal, state and local regulations
 - E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary
49. Provide a Material Safety Data Sheet (MSDS) for all products proposed for use at County Facilities.



SCORE SHEET

**GENERAL ELECTRICAL AND ATHLETIC FIELD
LIGHTING SERVICES
RFP #20095**

VENDOR: _____

DATE: _____

Non Responsive	Low	Medium Low	Average	Medium High	High	CRITERIA	Total Score	Comments
0	1	2	3	4	5	Responsiveness to RFP		
0	1	2	3	4	5	Previous Experience with Projects of Similar Scope and Size		
0	1	2	3	4	5	Cost		
0	1	2	3	4	5	References		

Maximum Points 30

Total Score _____

Notes:

GENERAL ELECTRICAL AND ATHLETIC FIELD LIGHTING MAINTENANCE

RFP #20095

PRICING SHEET A

GENERAL ELECTRICAL MAINTENANCE SERVICES:	UNIT PRICE
Replace Receptable/Switch	\$ _____
Replace Lamp/HID & Fluorescent	\$ _____
Replace Ballast HID & Fluorescent	\$ _____
Add/Relocate 120v Circuit (per ft)	\$ _____
Add/Relocate 240v Circuit	\$ _____
Add/Relocate 3 Phase High Volage Circuit	\$ _____
Install/Change 200a Panel	\$ _____
Replace Circuit Breakers	\$ _____
Provide General Electrical Maintenance (Meg, Amp, Clean, Test, Adjust)	\$ _____
Scheduled (Routine) Request	\$ _____
Unscheduled (Emergency) Request	\$ _____
Equipment Mark-up Percentage	\$ _____

Company Name _____

Name Printed/Title _____

Signature _____

Date _____

Email Address _____

GENERAL ELECTRICAL AND ATHLETIC FIELD LIGHTING MAINTENANCE
RFP #20095
PRICING SHEET B

****Note: The height of some Athletic Field Poles ranges from 50' to 80'+; firms must be capable of servicing all poles.*

ATHLETIC FIELD LIGHTING MAINTENANCE SERVICES	UNIT PRICE POLES LESS THAN 50' H	UNIT PRICE POLES 50' H OR GREATER
Replace Ballast 1500w	\$ _____	\$ _____
Replace 2 or 3 Pole Contractor	\$ _____	\$ _____
Replace Lamp 1500w	\$ _____	\$ _____
Change Cross Arm	\$ _____	\$ _____
Remove Light Poles	\$ _____	\$ _____
Install Light Poles	\$ _____	\$ _____
Adjust/Clean Field Lights	\$ _____	\$ _____
Locate Underground Cable - Short	\$ _____	\$ _____
Underground Cable - Repair Splice	\$ _____	\$ _____
Underground Cable - Replacement (per LF)	\$ _____	\$ _____
Equipment Mark-up Percentage	\$ _____	\$ _____
Scheduled (Routine) Request	\$ _____	\$ _____
Unscheduled (Emergency) Request	\$ _____	\$ _____

Company Name _____
Name Printed/Title _____
Date _____
Signature _____
Email Address _____

**SERVICES AGREEMENT –
GENERAL ELECTRICAL AND ATHLETIC FIELD
MAINTENANCE SERVICES**

**STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)**

This AGREEMENT is made and entered into on this _____ day of _____, **2020**, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 (“County”), and _____, located at _____ (“Contractor”).

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD.** This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2021, unless extended by the County for an additional one (1) year term not to exceed four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. **SCOPE OF SERVICES.** County has employed Contractor to provide general electrical and athletic field lighting maintenance services.

These services to be provided by Contractor are set forth more fully in County Request for Proposals (“RFP”) #20095 and in Contractor’s Response, received _____, to County RFP #20095, attached hereto and incorporated herein by reference.

3. **PRICE.** County agrees to pay Contractor a total sum not to exceed _____ dollars (\$XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) 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 Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

7. **NON-APPROPRIATION.** 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.

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract 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 contract. All work not conforming to these requirements may be considered defective.

9. INSURANCE. **The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#20095.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Professional Errors and Omissions:

\$1,000,000 per occurrence

\$1,000,000 aggregate

Policy should state "The limits are not to have been decreased by past liability which could substantially impact the availability of these limits".

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services 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.

11. 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.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this

Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. 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.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."

Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

15. 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. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT 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.

17. 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 permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY

Bob Brewer, CPPO, CPPB, Director
Procurement Services Division
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

CONTRACTOR

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor's receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should

this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #20095 and Contractor's Response to County RFP #20095 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Contractor's Response to County RFP #20095;
- D. Addenda to County RFP #20095.
- E. County RFP #20095.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or

any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

CONTRACTOR

_____ By:

_____ Its:

COUNTY OF GREENVILLE

By: _____

Herman G. Kirven, Jr., Chairman
Greenville County Council

By: _____

Joseph M. Kernell
County Administrator

ATTEST: _____

Regina McCaskill
Clerk to Council