

**COUNTY OF GREENVILLE  
FIRE ALARM AND FIRE SUPPRESSION SYSTEM TESTING  
RFP #71-04/17/19**



# **Greenville County**

**DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601**

**[www.greenvillecounty.org](http://www.greenvillecounty.org)**

**Phone: 864-467-7200**



GREENVILLE COUNTY COUNCIL  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601-3660

Date: March 22, 2019

**THE COUNTY OF GREENVILLE IS SEEKING SEALED PROPOSALS FROM VENDORS FOR FIRE ALARM AND FIRE SUPPRESSION SYSTEM TESTING** subject to the conditions and all provisions set forth herein and attached. The responses will be **RECEIVED AT THIS OFFICE UNTIL 3:00 P.M., E.D.T., APRIL 17, 2019**, then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

SHOW THIS NUMBER ON ENVELOPE  
Request for Proposals No.  
#71-04/17/19

PROCUREMENT SERVICES DIVISION

By   
Buyer

By   
Director

THE COUNTY OF GREENVILLE IS SEEKING SEALED PROPOSALS FROM VENDORS FOR FIRE ALARM AND FIRE SUPPRESSION SYSTEM TESTING AS PER SPECIFICATIONS CONTAINED IN THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT.

PLEASE FURNISH US WITH **ONE (1) ORIGINAL AND THREE (3) COPIES** OF YOUR PROPOSAL.

A **MANDATORY PRE-PROPOSAL** MEETING WILL BE HELD AT 10:00 A.M., E.D.T., APRIL 2, 2019 IN THE PROCUREMENT SERVICES DIVISION OFFICE LOCATED AT 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. A SITE VISIT TO ALL LOCATIONS WILL FOLLOW THE MEETING. ADDITIONAL SITE VISITS WILL NOT BE CONDUCTED.

ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO KATHERINE HAWTHORNE, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE, FAXED TO (864) 467-7304, OR EMAILED TO [KHAWTHORNE@GREENVILLECOUNTY.ORG](mailto:KHAWTHORNE@GREENVILLECOUNTY.ORG) NO LATER THAN **5:00 P.M., E.D.T., APRIL 5, 2019**.

**NOTE: PLEASE SIGN ON FOLLOWING PAGE AND PRICE SHEET. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO MAY VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL.**

PLEASE MARK YOUR ENVELOPE TO READ **"RFP #71-04/17/19."**

**INSTRUCTIONS TO RESPONDENTS**

**RFP #71-04/17/19**

**FIRE ALARM AND FIRE SUPPRESSION SYSTEM TESTING**

1. Unless otherwise required, submit only one (1) original and three (3) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
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 \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_



COUNTY OF GREENVILLE

FIRE ALARM AND  
FIRE SUPPRESSION SYSTEM TESTING  
RFP #71-04/17/19

April 2, 2019

A **Mandatory Pre-Proposal** meeting will be held at 10:00 A.M., E.D.T., April 2, 2019 in the Procurement Services Division office located at 301 University Ridge, Suite 100, Greenville, SC 29601. A site visit to all locations will follow the meeting. Additional site visits will not be conducted.

April 5, 2019

**All questions** must be submitted in writing to Katherine Hawthorne, Buyer, Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864) 467-7304, or by email [khawthorne@greenvillecounty.org](mailto:khawthorne@greenvillecounty.org), by **5:00 P.M., E.D.T.**

April 17, 2019

**Proposals** must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than **3:00 P.M. E.D.T.**

April 17 – 24, 2019

**Review** of Proposals

April 24, 2019

Tentative Date of **Award**

April 24 – May 8, 2019

**Contract** Negotiations

May 8, 2019

Issue **Notice to Proceed**



**COUNTY OF GREENVILLE  
REQUEST FOR PROPOSALS  
FIRE ALARM AND FIRE SUPPRESSION SYSTEM TESTING  
RFP #71-04/17/19**

I. Introduction

Greenville County is seeking proposals from vendors provide annual inspections to all fire alarm systems and fire suppression systems to include wet and dry sprinklers, Halon systems, re-racking and testing of all fire hoses, fire pumps and all related equipment; to include all 3 year and 5 year inspections that may occur during the 5 year period of this contract.

II. Scope of Work

Vendors will provide annual inspections on all fire alarm systems, fire suppression systems and their equipment and related devices for all County facilities listed in Section III of this RFP, to include all fire alarm and fire suppression testing. Any deletion of location, system or equipment in the proposal will not be accepted. All work must be tested in accordance with the NFPA standards as adopted by the State of South Carolina.

Vendors shall be capable of providing parts, labor and emergency services within 1 ½ hours of request by a County representative. For any repair work needed after inspections, vendor must provide a quote before work is to be done.

Vendors will be responsible for all equipment verifications, count of heads, pull stations, duct detectors, flow switches, tamper switch, fire hoses, ect. necessary for their proposal. An estimated number of devices for each facility are listed starting on page 6.

Final reports for each facility must be hard copy and electronic format and discussed with the County representative after each facility is completed.

Inspections will be scheduled by the County with an estimated start and finish date. Inspections must be completed within 3 months of start of project.

The County will provide access to the facilities Monday – Friday, 8:30 A.M. – 5:00 P.M. After hours and weekends will be available with advance notice for inspection and other work associated with these inspections. Any testing of horns or repair work which would be considered disruptive will be addressed after hours or at a time agreed upon by the County representative.

The County will provide personnel to accompany vendor while they are on site from start to finish of task in each facility. County personnel will only access and assist vendor in a limited capacity (locations of panels, pull stations, smoke heads, equipment rooms, riser rooms, inspector's test, ect.). County personnel will not be involved in any fire alarm work. Vendor is responsible for all necessary tools, safety equipment and materials deemed necessary for job completion.

III. Locations

Greenville County Detention Center  
Building One  
20 McGee Street  
Greenville, SC 29601

Greenville County  
Vehicle Service Center  
657 Keith Drive  
Greenville, SC 29607

Greenville County  
Law Enforcement Center  
4 McGee Street  
Greenville, SC 29601

Greenville County Central Records  
(Old Building)  
655 Rutherford Road  
Greenville, SC 29609

Greenville County  
Juvenile Facility  
108 McGee Street  
Greenville, SC 29601

Greenville County Central Records  
603A Rutherford Road  
Greenville, SC 29609

Greenville County Detention Center  
Building Four  
18 McGee Street  
Greenville, SC 29601

Greenville County Central Records  
603B Rutherford Road  
Greenville, SC 29609

Greenville County Courthouse  
305 E. North Street  
Greenville, SC 29601

Greenville County Family Court  
301 University Ridge  
Greenville, SC 29601

Greenville County Square  
301 University Ridge  
Greenville, SC 29601

Greenville County Health Department  
200 University Ridge  
Greenville, SC 29601

Greenville County  
Animal Care Services  
328 Furman Hall Road  
Greenville, SC 29609

North Greenville Summary Court  
301 Trailblazer Drive  
Travelers Rest, SC 29690

Carolina Music Museum  
516 Buncombe Street  
Greenville, SC 29601

East Greenville Summary Court  
Main Street  
Taylors, SC 29687

SHARE Building  
 1200 Pendleton Street  
 Greenville, SC 29611

IV. Location Detail

Below is a guide with ESTIMATED number of devices (+/- on any or all devices), with names of buildings and street addresses.

		Fire Alarm	Sprinkler Alarm	Fire Pump
Detention 20 McGee Street Greenville, SC Must have public Buildings escort	Notifier # AM 2020 166 Smoke detectors 87 Duct detectors 1 Riser (wet) 16 Flow switches 28 Fire hoses 61 Pull stations 28 Tamper switches 62 A/Vs Digital Communicator	X	X	X
Law Enforcement Center (Det. 2) 4 McGee Street Greenville, SC Must have public Buildings escort	Notifier #2020 218 Room detectors 8 Pull stations 2 Risers (wet) 2 Flow switches 37A/Vs 3 Horns 3 Strobes 24 Fire hoses 3 LCD 80 remote stations Digital Communicator	X	X	
Juvenile 108 McGee Street Greenville, SC Must have public Buildings escort	Simplex#4010-9101 Ser. H78330 Watt 52 Smoke Detectors 4 Pull stations 2 Areas (with antifreeze over recreation area) 1 Flow Switch	X	X	

		Fire Alarm	Sprinkler Alarm	Fire Pump
	1 Tamper 12 Duct detectors 20 A/Vs 14 Strobes Digital Communicator			
Detention 4 18 McGee Street Greenville, SC Must have public Building escort	Faraday MPC 7000 19 Pull stations 146 Smoke detectors 17 Duct detectors 11 Heat detectors 2 Risers (wet) 7 Water flow switches 2 Dual Pre-Action sprinkler systems 1 Dry system 105 A/Vs 5 A/V power supplies Digital Communicator	X	X	
		Fire Alarm	Sprinkler Alarm	Fire Pump
Courthouse 305 East North St. Greenville, SC	Purotronics Controller 1 Annunciator 1 Riser (wet) 6 Water flow switches 2 Dry sprinkler systems with air compressors 13 Tampers 24 Duct detectors 9 Addressable heats 36 Addressable smokes 1 Pull station 91 A/Vs 20 Strobes 6 A/V Power supplies Digital Communicator	X	X	X
		Fire Alarm	Sprinkler Alarm	Fire Pump
County Square 301 University Ridge Greenville, SC	Johnson Control-Phase 1 Pyrotrollpotter-Phase 2 & 3 (3 systems, 1 in each phase) 64 Pull stations 305 Smoke detectors 1 Heat detector	X	X	



	22 Duct Detectors 9 Risers (wet) 11 Flow switches 1 Dual Pre-Action sprinkler system 2 Tamper 3 Annunciators 87 A/Vs 4 A/V Power Supplies Digital Communicator			
Family Court 301 University Ridge Greenville, SC	Simplex #4002 13 Pull stations 58 Smoke detectors 18 A/V 4 Strobes Digital Communicator	Fire Alarm X	Sprinkler Alarm	Fire Pump
Health Department 200 University Ridge Greenville, SC	Secutron, Mod 4010-9101 89 Smoke det 15 Pull stations 1 Riser (wet) 1 Waterflow 5 Fire hoses 24AVs Digital Communicator	Fire Alarm X	Sprinkler Alarm X	Fire Pump X
Central Records (old bldg) 655 Rutherford Rd Greenville, SC	Ademco 128 Panel 40 Smoke Det 3 Pull stations 3 A/Vs Digital Communicator	Fire Alarm X	Sprinkler Alarm	Fire Pump
Central Records Building 603 A Rutherford Road Greenville, SC	Ademco 128 panel 6 Heat 4 Pulls 4 A/vs Digital Communicator	Fire Alarm X	Sprinkler Alarm	Fire Pump
Central Records Building	Ademco 128 panel	Fire Alarm X	Sprinkler Alarm	Fire Pump

603B Rutherford Road Greenville, SC	5 Smoke det 2 Pulls 3 A/vs Digital Communicator	Fire Alarm X	Sprinkler Alarm	Fire Pump
Humane Society 328 Furman Hall Road Greenville, SC	Notifier panel 19 pull stations 5 smoke detectors 5 Duct detetcors 27 A/V's 1 A/V Power Supply Digital Communicator	Fire Alarm X	Sprinkler Alarm	Fire Pump
VSC 657 Keith Drive Greenville, SC	Johnson, Mos # FC-72 8 Smoke Detectors 9 Heat Detectors 4 Duct Detectors 6 Pull stations 4 Horns Digital Communicator	Fire Alarm X	Sprinkler Alarm	Fire Pump
Twin Chimneys - Office 11075 Augusta Road Honea Path, SC	Vista 128 Radio Communicator 4 Pull Stations 17 Smoke Detectors 2 Duct detectors	Fire Alarm X	Sprinkler Alarm	Fire Pump
Twin Chimneys - Shop	Vista 128 Radio Communicator 3 Pull Stations 2 Smoke Detectors 6 Heat Detectors 1 Duct detector	Fire Alarm X	Sprinkler Alarm	Fire Pump
Share Building 1200 Pendleton Street Greenville, SC	Simplex First Alert 4002 1 Wet Sprinkler system 5 Pull Stations 1 Photo Detector 5 Duct Detectors 1 Cellular Communication	Fire Alarm X	Sprinkler Alarm X	Fire Pump

		Fire Alarm	Sprinkler Alarm	Fire Pump
North Greenville Summary Court 301 Trailblazer Drive Travelers Rest, SC	Silent Knight 5207 5 Pull Stations 3 Photo Detectors 1 Cellular Communication 1 Dry Sprinkler System	X	X	
East Greenville Summary Court Main Street Taylors, SC	Silent Knight 5207 5 Pull Stations 3 Photo Detectors 1 Cellular Communication 1 Dry Sprinkler system	X	X	
Carolina Music Museum 516 Bumbcombe Street Greenville, SC	DMP XR2500 6 Pull Stations 35 Photo Detectors 5 Duct Detector 9 Heat Detectors 1 Cellular Communication	X		
Detention	2 Smoke detectors 1 Horn 1 Bell 1 Pull Station 1 Dead man's switch 1 Tank Halon 1301	X	X	X

V. Mandatory Pre-Proposal Meeting

A **mandatory pre-proposal** meeting will be held at 10:00 A.M., E.D.T., April 2, 2019 in the Procurement Services Division office located at 301 University Ridge, Suite 100, Greenville, SC 29601. A site visit to all locations will follow the meeting. Additional site visits will not be conducted.

VI. Pricing

Vendors shall submit pricing for monthly, annual, bi-annual, 3 year and 5 year inspections, per service, per facility. A grand total for all services shall be listed.

VII. Submission Procedures, Requirements

A. Submittals

All submissions must be received by **3:00 P.M., E.D.T., APRIL 17, 2019** and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

Responders to this Request for Proposals shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and three (3) bound copies of their proposal to the address listed below. To ensure acceptance of the proposal, the Request for Proposals number (RFP #71-04/17/19) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**County of Greenville  
Department of General Services  
Procurement Services Division, Attn: Procurement Director  
301 University Ridge, Suite 100  
Greenville, South Carolina 29601-3665  
RFP #71-04/17/19**

B. 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

Vendor shall include the following with their response:

1. Overview of company background.
2. Corporate/individual qualifications and experiences, including certifications.
3. List of at least three (3) references including names, addresses, and telephone numbers of current or previous customers. Vendor should include any South Carolina governmental entity reference.
4. List of laboratory testing and quality control equipment.

IX. Inquiries and Addenda

A. Questions

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Katherine Hawthorne, Buyer, Procurement Services Division, to the address listed below, no later than **5:00 P.M., E.D.T., APRIL 5, 2019**. Please refer all questions in writing about this Request for Proposals and project to:

**County of Greenville**  
**Katherine Hawthorne, Buyer**  
**Procurement Services Division**  
**301 University Ridge, Suite 100**  
**Greenville, South Carolina 29601-3665**  
**Phone: (864) 467-7203**  
**Fax: (864) 467-7304**  
**E-mail: [khawthorne@greenvillecounty.org](mailto:khawthorne@greenvillecounty.org)**

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 Proposal.

**X. General Information**

**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 Request for Proposals 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 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.**

- 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 #71-04/17/19.
- D. 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.
- E. 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

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 26) 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
- Ability to meet specifications and requirements of this RFP
- 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 attached for review.



## **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 or in writing to Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 by the date listed on the schedule.
10. 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.
11. Number of Response Copies: Please submit One Unbound Original and Three (3) Bound Copies of your response.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.

17. 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.
- Responsiveness to this RFP
  - Ability to meet specifications and requirements of this RFP
  - Cost
  - References
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.

30. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
31. 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.
32. 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.
33. 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 #70-04/16/19.
- D. 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.
- E. 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

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.

**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.**

- 34. 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.
- 35. 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.

36. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
37. 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.
38. 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.
39. 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.
40. 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.



41. 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.
42. 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.
43. 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).
44. 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
45. Provide a Material Safety Data Sheet (MSDS) for all products installed in County Facilities.



**GREENVILLE COUNTY**

**FIRE ALARM AND  
FIRE SUPPRESSION SYSTEMS TESTING  
RFP #71-04/17/19  
SCORE SHEET**

VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Non Responsive	Low	Medium Low	Average	Medium High	High	CRITERIA	Total Score	Comments
0	1	2	3	4	5	Responsiveness to this RFP		
0	1	2	3	4	5	Ability to meet specifications and requirements of this RFP		
0	1	2	3	4	5	Cost		
0	1	2	3	4	5	References		

**Maximum Points 20**

**Total Score \_\_\_\_\_**

Notes:

**SERVICES AGREEMENT FOR FIRE  
ALARM AND FIRE SUPPRESSION SYSTEM TESTING**

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

This AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, **2019**, 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, 2020, 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 fire alarm and fire suppression system testing.

These services to be provided by Contractor are set forth more fully in County Request for Proposals ("RFP") #71-04/17/19 and in Contractor's Response, received \_\_\_\_\_, to County RFP #71-04/17/19, 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#71-04/17/19.

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

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 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.**

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

CONTRACTOR

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

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 #71-04/17/19 and Contractor's Response to County RFP #71-04/17/19 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 #71-04/17/19;
- D. Addenda to County RFP #71-04/17/19.
- E. County RFP #71-04/17/19.

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.

WITNESS(S)

CONTRACTOR

1. \_\_\_\_\_

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

2. \_\_\_\_\_

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