

**COUNTY OF GREENVILLE  
JANITORIAL SERVICES FOR  
SUMMARY COURT  
RFP# 31-11/15/16**



**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: 10/28/16

**THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE JANITORIAL SERVICES FOR A SUMMARY COURT FACILITY,** 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.S.T., TUESDAY, NOVEMBER 15, 2016,** 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.

#31-11/15/16

PROCUREMENT SERVICES DIVISION

By 

DIRECTOR

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE JANITORIAL SERVICES AS PER SPECIFICATIONS CONTAINED IN THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT.

PLEASE FURNISH US WITH **ONE (1) ORIGINAL AND FIVE (5) COPIES** OF YOUR PROPOSAL.

**ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO BOB BREWER, CPPO, CPPB, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE MAILED TO 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601, FAXED TO (864) 467-7304, OR EMAILED TO [rbrewer@greenvillecounty.org](mailto:rbrewer@greenvillecounty.org) NO LATER THAN 5:00 P.M., E.S.T. NOVEMBER 8, 2016**

PLEASE MARK YOUR ENVELOPE TO READ **"RFP# 31-11/15/16."**

**NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THEN YOUR RESPONSE WILL BE DISQUALIFIED.**

**INSTRUCTIONS TO RESPONDENTS**

**RFP #31-11/15/16 JANITORIAL SERVICES FOR SUMMARY COURT**

1. Unless otherwise required, submit only one (1) original and five (5) 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  
JANITORIAL SERVICES FOR  
SUMMARY COURT  
RFP# 31-11/15/16**

**SCHEDULE**

**November 8, 2016**

**All questions** must be submitted in writing to Bob Brewer, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email rbrewer@greenvillecounty.org, by **5:00 P.M., E.S.T.**

**November 15, 2016**

**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.S.T.**

**November 15 - 29, 2016**

**Review** of Proposals

**November 29, 2016**

Tentative Date of **Award**

**November 29 – December 12, 2016**

**Contract** Negotiations

**December 12, 2016**

Issue **Notice to Proceed**



**REQUEST FOR PROPOSALS  
JANITORIAL SERVICES FOR  
SUMMARY COURT  
RFP# 31-11/15/16**

I. Introduction

The County of Greenville, South Carolina is seeking proposals from vendors to provide janitorial services for the North Greenville Summary Court Facility located at 301 Trailblazer Drive, Travelers Rest, SC 29690.

II. Scope Of Work

The vendor will provide all material, labor, technical expertise, and associated tools necessary to provide industry standard janitorial services.

The facility is approximately 12,000 square feet with the following floor types. **Gross square footage in no way indicates net cleanable square feet of the facility.**

Carpet	7,200 square feet
VCT	400 square feet (mop only)
PT	3,500 square feet (mop only)
Concrete	453 square feet (mop only)

The facility has eight restrooms with the following fixtures:

- 10 Toilets (Two are penal combo toilets)
- 9 Sinks
- 2 Urinals
- 8 Sopa dispensers
- 6 Paper towel holders (rolled paper towels)
- 8 12" Tissue holders (2-ply jumbo toilet tissue)
- 8 Neat Seats

Contractor will provide one (1) day porter for the building. Day porter hours will be 8:30 to 5:00pm. Any variations from this schedule must be approved by Greenville County.

Special Project Work is broken down into the following areas:

- a) Restroom Sanitation
- b) Tile Floor scrubbing and cleaning

All work must be undertaken after normal office hours which are Monday through Friday, 8:30 A.M. – 5:00 P.M., unless permission to work other hours is obtained in writing in advance from the County. Hours for the Special Project Work are 5:00 P.M., Friday – 8:30 A.M. Monday. The day porter schedule is exempt from the 5:00 P.M. – 8:30 A.M. work hours.

From time to time Greenville County Buildings, or parts thereof, are used for meetings or program fulfillment after normal working hours. Usually the facilities are vacant by 9:00 P.M., however, it is the contractor's responsibility to perform the tasks required by this contract regardless of the time vacated. This work will not be postponed until the next day unless approved by the appropriate Facilities Manager.

The contractor will be supplied a list of official holidays by request when same becomes available.

### General Requirements

1. Property Management personnel will not be responsible for substitution of any contract personnel, supervision or relief. Scheduling of special events, project work or other work times must be addressed by the contractor.
2. Contract employees must be in uniform and/or proper attire while engaged in custodial activities in County facilities. Security name tag and company will be worn by all employees at all times while working.
3. No contract employee will be allowed to work in any County facility until background security checks have been completed and approved by appropriate County personnel. Copies of background checks must be presented to Property Management personnel to be kept on file.
4. Contractor will be responsible for external and interior security in all facilities while contract employees are engaged in custodial activity. Lock up of facilities after contract service has been completed is the responsibility of the contractor (**SEE NOTE**) and contractor will be held responsible for any theft, damage, or any other loss which may occur or be attributed to contractor involvement or responsibility.

**NOTE: North Greenville Summary Court building will have electric, automatic locking devices on exterior doors.**

5. No contract personnel will be allowed to utilize any office equipment, to include computers, copy machines, telephones, fax, and/or other office type equipment and materials in County facilities.
6. In the event of inclement weather, the County will expect to discuss the situation with appropriate contract representatives to discuss service approach, concerns and contractors obligations in County facilities. (Severity of storm, day and times of storm activity will affect County operations.)
7. The County will provide at least one (1) janitorial service closet and storage area in this facility. These areas are expected to be properly maintained with appropriate MSDS, OSHA and other safety data that needs to be posted or maintained in areas of this nature and by the contractor.
8. Property Management Division will not entertain any early payment or attempt to circumvent the County's regular payment schedule and billing cycles. Payment for all

billing will be processed through the County Finance Department's normal process in accordance with accounts payable policies.

9. Upon award of custodial contract, a time schedule and plan for implementation must be submitted and approved by County representatives seven (7) days before the start of the new contract. This action will need to address all staffing, supplies, security measures, and any other aspect of implementation and transition schedules which would affect startup of contractor services.
10. Property Management staff will not provide any repair to contractor's equipment or furnish any tools and/or materials for custodial activities (wrenches, ladders, hoses, wet floor signs, plungers, etc.) We will maintain all County facilities and utilities necessary for custodial activity in facilities (power, lights, plumbing, HV/AC).
11. Custodial contractor may not implement any change in stated proposal or management staffing, before discussions with appropriate Property Management personnel. All supervisor and management changes must be approved by the Property Management Division Manager.
12. All management personnel must be available during normal hours (County business hours) for meetings, problems, inspections or other custodial related issues.
13. Contract employees may not have visitors present while custodial activities are in progress or during contractor's hours of responsibility (this includes family members and children who are not employees).

#### Janitorial Standards

All Greenville County facilities shall be clean and project a professional image.

NOTE: Standards shown are to be used ONLY as a frame of reference. The County of Greenville expects industry standards to be met in all facilities. Any vendor who takes substantial issue with the standards should note such in their proposal.

Restrooms: (To include locker rooms and shower areas)

1. All waste receptacles will be emptied, clean and sanitized and have a new liner installed as needed.
2. All sanitary receptacles will be clean, sanitized, odor free and contain a new liner if necessary.
3. All dispensers of supplies will be clean, free of spots, and filled with proper supplies (paper towels, toilet tissue, sanitary napkins, seat protectors, etc.). All materials left over from restroom servicing will be returned to the janitor's closet. Excess materials will not be left on counter tops, partitions, urinals, toilets or floors.
4. All porcelain surfaces of wash basins, toilets and urinals will be free of dust, dirt, spots and stains and will be polished and sanitized.

5. Chromium fixtures will be polished, free of stains, spots and streaks.
6. All shelves and shelf brackets will be clean, free of stains, debris and other soils.
7. All mirrors will be clean, polished and be free of streaks, smudges, water spots, and dust.
8. Walls, stall doors, (inside and out), partitions and counter tops will be clean, free of prints, dust, streaks and soap scum.
9. Floors (including edges and corners), will be clean, free of dust, dirt and marks and present an overall appearance of cleanliness. Floors will be free of soap scum, mop strings, mold and be sanitized. Proper precautions will be taken to advise every one of wet and/or slippery floor conditions.
10. All metal fixtures will be clean, sanitized and polished to present a professional image.
11. Air vents, supply and return in ceilings, doors, floors, walls and radiator covers will be clean, free of dust and other foreign matter.
12. All areas adjacent to hand basins, urinals, toilets, and all horizontal and vertical surfaces will be clean and sanitized, and be free of spots, stains and splashes.
13. All deodorizers will be clean, operational, and contain deodorizing agent.

Break Rooms and Kitchens:

1. All tables and basins will be clean, sanitized and odor free.
2. All recycling receptacles will be clean, sanitized and free of stains, trash and other debris.
3. All refrigerators, stoves, and microwaves in break rooms will be clean, sanitized, free of dust, smudges, stains, trash and fingerprints on exterior only.
4. All carpeted floors will be vacuumed, free of dust, staples, paper clips and other foreign objects.
5. **Carpets will be spot cleaned regularly**, free of spills, gum, or soiled areas. Spot cleaning method must be approved by appropriate facilities manager.
6. Window sills, frames, ledges, doors (inside and out), door jams, closers, frames, knobs, panic bars, kick plates, hand push plates, Venetian blinds and columns will be clean, free of dust, marks and stains.
7. All walls and baseboards/cove base will be clean, free of dust, marks and stains.
8. All sinks will be clean, free of spots, streaks, and stains and chromium fixtures will be

polished.

9. Vinyl tile floors, to include corners, edges, and behind doors, will be clean, free of marks, mop strings, dust, and wax build-up. They will have a high gloss, non-slip finish.

#### Elevators and Stairwells:

1. Walls will be clean, free of dust, spots, smudges, marks, stains and streaks.
2. Handrails, control buttons, and metal surfaces will be clean, free of smudges, marks and highly polished.
3. Doors (inside and out), frames, and closers will be clean, free of dust, spots and stains.
4. Floors, including corners and edges, threshold plates and tracks will be clean, free of dirt, dust, foreign matter and be thoroughly vacuumed, swept and mopped. Vinyl tile floors will be waxed with a non-slip finish and buffed to a high gloss look.
5. Stair landings, steps and all corners of stair treads will be clean and free of loose dirt, dust, and dust streaks.
6. Stair railings, door jambs, and ledges will be clean, free of dirt, dust, smudges and marks.
7. Handrails, door knobs and openers, and other surfaces will be clean, free of dust, fingerprints and smudges.
8. Baseboards and stair risers will be clean, free of water marks, smudges and splash marks from the cleaning process.

#### Lobbies, Corridors, Entrances and Hallways:

1. Carpeted floors, including corners, along edges and behind doors, will be clean, vacuumed and free of dust, spots, stains, staples, paper clips and other foreign object.
2. Carpets will be spot cleaned regularly to remove spills, spots, gum and other soiled areas. Spot cleaning methods must be approved by appropriate facilities manager.
3. All walls and partition surfaces will be clean, free of dust, stains and smudges.
4. Baseboards and cove base will be clean, free of dust, stains and wax build-up.
5. Pictures, plaques, directory boards, bulletin boards, and other wall ornaments will be clean, free of dust, spots, smudges and streaks. **Blackboards and whiteboards will not be cleaned by custodial personnel, except upon request.**
6. All glass surfaces, interior and exterior, will be clean, polished and free of dirt,

smudges, and streaks.

7. Window sills, ledges, doors, door frames, closers, knobs, panic bars, kick plates, hand push plates, light switch plates, receptacle cover plates, Venetian blinds and columns will be clean, free of dust, dirt, spots, streaks and stains.
8. Entrances will be clean, free of debris inside and out, within 10 feet of doors. Walk off mats will be clean, free of stains and other foreign objects.
9. Water fountains will be clean, polished, sanitized and free of spots, smudges and stains.
10. Trash receptacles will be clean inside and out, odor free, free of dirt, foreign matter and have liners replaced as needed.
11. Handrails will be clean and sanitized, free of spots, stains and smudges.
12. Vinyl tiled floors, to include corners and edges and behind door, will be clean, free of dirt, dust, wax build-up, marks, spots, stains, and other foreign matter. Floors will have a high gloss, non-slip finish.
13. Terrazzo tile floors will be clean, free of spots, stains, dust, dirt and other foreign matter. Wax will not be applied to terrazzo tile surfaces.
14. All metal surfaces will be clean, sanitized and polished, free of dust, stains and streaks.
15. Fire extinguishers and cabinets will be clean, free of dust and other foreign matter.
16. All ashtrays, sand filled urns will be clean, sanitized and odor free, free of cigarette butts, trash and other foreign objects.

Offices, Conference Rooms, Judge and Jury Rooms:

1. All recycling baskets/bins will be empty and in place, clean and odor free. Trash receptacles will be empty and in place, sanitized and have new liners as needed.
2. Carpeted floors will be vacuumed and clean, with no visible signs of dirt, dust paper clips, staples or any other foreign objects on floors, in corners, along edges, or behind doors.
3. Baseboards and cove base will be clean, free of dust, dirt, spots and stains. Furniture and equipment moved for sweeping, mopping, or vacuuming will be neatly returned to its original position.
4. Vinyl tile floors will be clean, free of spots and stains, dirt, marks, mop strings, and wax build up and will have a high gloss, non-slip finish.
5. Carpets will be spot cleaned regularly to remove spills, gum, and other soiled areas.

Spot cleaning method must be approved by appropriate facilities manager.

6. All furniture, to include cabinets, bookcases and counter tops will be free of dust, streaks and other foreign matter. **Desks will not be cleaned by custodial personnel. Users will be responsible for their desks. Furthermore, cabinets and book cases with personal items will not be cleaned by custodial personnel.** Chairs will be properly placed around all conference tables each night.
7. Walls will be clean, free of dust, smudges, spots and marks.
8. Window sills, doors, door jambs, frames, window frames, Venetian blinds, wanes coating, columns and partitions will be clean, free of dust, marks, spots and stains.
9. Mirrors, door glass and all other glass will be clean, free of dust, dirt, streaks and marks.
10. Pictures, plaques, bulletin boards, directory boards, or other wall ornaments, to include fire extinguishers and/or cabinets, will be clean, free of dust, dirt, spots, stains, fingerprints and marks.
11. All metal surfaces will be free of spots, streaks, stains, and smudges. Metal surfaces need to be polished with high gloss look.
12. Air vents, supply and return, in doors, ceilings, walls or floors, and radiator covers will be clean, free of dirt, dust and other foreign matter.
13. Door knobs, push bars, kick plates, push plates, switch plates, receptacle plates, and other surfaces will be clean and polished, free of dirt, dust spots, stains and smudges.
14. Upholstered furniture will be clean, free of dust, dirt, spots and stains.
15. Custodial personnel will not be responsible to dust or clean computer systems, copiers, telephones, fax machines or any other office machines.

**NOTE: Conference rooms, courtrooms, and jury deliberation rooms should be cleaned throughout the day as well as at night. Day porters will be required to monitor these areas to insure that they are cleaned upon completion of their use.**

Computer Rooms:

1. Floors will be clean, free of dust, dirt or any other foreign materials, with no standing water on surface.
2. Walls, doors, door jambs, and hardware will be clean, free of dust, dirt spots, marks, stains and smudges.
3. Equipment will not be cleaned by custodial personnel.

Holding Cells:

1. Floors will be clean, free of dust, dirt, spots, marks, stains or any other foreign objects.
2. Walls, doors, door jambs, and hardware will be clean, free of dust, dirt, spots, streaks, marks, smudges and stains.
3. Toilet and sink combinations will be clean, free of dust, dirt, spots, smudges and streaks. These areas will be sanitized and polished by night cleaning staff as well as by day porters.

Janitor Closets:

1. Closets will be clean, free of clutter, debris, trash and odors. Areas will need to be locked when custodial personnel are not in the immediate area.
2. Mops stored in closets will be clean and odor free.

III. Fees

Vendors must list all costs for services including after-hours fees, travel, and materials.

Pricing should be broken down by:

1. Janitor labor (1 day porter, night cleaning, etc)
2. Consumables
3. Cleaning supplies
4. Equipment.

IV. Submission Procedures, Requirements

A. Submittals

All submissions must be received by **3:00 P.M., E.S.T., TUESDAY, NOVEMBER 15, 2016** 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) unbound original and eight (8) bound copies of their proposal to the address listed below. To ensure acceptance of the proposal, the Request for Proposals number (RFP#31-11/15/16) 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# 31-11/15/16**

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.

V. Statement of Qualifications

Vendors shall provide the following with their response:

1. Overview of company background.
2. Staffing or organizational chart showing staff that will be used for this project.
3. Corporate/individual qualifications and experiences, including certifications.
4. Current resume(s) for individuals(s) assigned to this project.
5. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

VI. Inquiries and Addenda

A. Questions

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Bob Brewer, CPPO, CPPB, Procurement Services Division, to the address listed below, no later than **5:00 P.M., E.S.T., NOVEMBER 8, 2016**. Please refer all questions in writing about this Request for Proposals and project to:

**County of Greenville**  
**Bob Brewer, CPPO, CPPB**  
**Procurement Services Division**  
**301 University Ridge, Suite 100**  
**Greenville, South Carolina 29601-3665**  
**Phone: (864) 467-7206**  
**Fax:( 864) 467-7304**  
**E-mail: [rbrewer@greenvillecounty.org](mailto:rbrewer@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.

VII. 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.

VIII. 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 wavier 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# 31-11/15/16.
- 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.**

IX. Evaluation Criteria

The proposals will be evaluated on the following criteria utilizing the score sheet included (page 25) 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.
- Qualifications.
- Previous experience on projects of similar scope and size.
- References.
- Fees.

X. 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.

XI. 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.

XII. Sample Contract

A sample Contract is attached for review.

**COUNTY OF GREENVILLE  
JANITORIAL SERVICES FOR  
SUMMARY COURT  
RFP# 31-11/15/16**

**INSTRUCTIONS/TERMS AND CONDITIONS:**

1. Proposal Opening and Award: Proposals shall be publicly opened and only the names of the offerors disclosed at the proposal opening. However, no decision will be made until Procurement Services and the user Division have had ample time to review each proposal. However, 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 proposal that meets the requirements and criteria set forth in the request for proposal. No proposal may be withdrawn for a period of sixty (60) days after proposal opening date. Proposals, 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 proposal. Proposals received after the closing time/date will not be accepted. By submission of a proposal, 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 proposals, 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 proposal evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the proposal, 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 proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this proposal or to any contract as a result of this proposal.
5. References: The County requires responders to list at least three (3) references, names, addresses and telephone numbers 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 proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like

proposals; or ambiguous proposals 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. Proposal form: The responder shall sign his proposal correctly or the proposal may be rejected. If the proposal shows any omissions, alteration of form, unauthorized additions, a conditional proposal or any irregularities of any kind, the proposal may be rejected. Proposals will be accepted on bound 8-1/2" x11" paper.
9. Questions: Questions shall be submitted in writing to Bob Brewer, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 or by E-Mail to [rbrewer@greenvillecounty.org](mailto:rbrewer@greenvillecounty.org) by **5:00 P.M. E.S.T., November 8, 2016**.
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 Proposal Copies: Please submit One (1) Unbound Original and Five (5) Bound Copies of your proposal.
12. Proposal Changes: Proposals, amendments thereto or withdrawal requests received after the advertised time for proposal opening, shall be void regardless of when they were mailed.
13. Proposal Price: The proposal price presented as a result of these specifications shall be for the contract period. The proposal 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 proposal. Erasures or use of typewriter correction fluids may be cause for rejection. No proposal 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 Proposals: In the case of tie proposals, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, 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.

1. For use of County's forces – actual cost involved.
2. 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 proposals will be evaluated on the following utilizing the score sheet included (page 25) 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.
- Qualifications.
- Previous experience on projects of similar scope and size.
- References.
- Fees.

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

19. MBE/WBE Participation – Affirmative Action:

- A. MBE/WBE – Vendors submitting proposals 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: 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 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 invitation 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 proposal, 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 proposal, the bidder 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 bidder 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 proposal 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 proposal, 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#31-11/15/16.
- 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.

Professional Service Errors and Omissions Liability Insurance

Coverage must be written for no less than the following limits:

\$1,000,000 per occurrence

\$1,000,000 aggregate

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

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 proposal.
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 Request for Proposals 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. 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.

**SCORE SHEET**  
**Responses for**  
**JANITORIAL SERVICES FOR**  
**SUMMARY COURT**  
**RFP # 31-11/15/16**

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

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

Non Responsive						CRITERIA	Total Score	Comments
	Low	Medium Low	Average	Medium High	High			
0	1	2	3	4	5	Responsiveness to this RFP.		
0	1	2	3	4	5	Qualifications.		
0	1	2	3	4	5	Previous experience on projects of similar scope and size.		
0	1	2	3	4	5	References.		
0	1	2	3	4	5	Fees.		

**Maximum Points 25**

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

Notes:

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

SERVICES AGREEMENT

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, 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, 2017, unless extended by the County, 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 janitorial services for the North Greenville Summary Court located at 301 Trailblazer Drive, Travelers Rest, SC 29690.

These services to be provided by Contractor are set forth more fully in County Request for Proposals (“RFP”) #31-11/15/16 and in Contractor’s Response, received \_\_\_\_\_, to County RFP #31-11/15/16, attached hereto and incorporated herein by reference.

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

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 monthly 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 IFB#31-11/15/16.

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

Policy shall contain a waiver of subrogation in favor of and/or applies to the County of Greenville and River Falls Fire Department, 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

Nadine Chasteen, CPPO, CPPB  
Director  
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 #31-11/15/16 and Contractor's Response to County RFP #31-11/15/16 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 #31-11/15/16;
- D. Addenda to County RFP #31-11/15/16.
- E. County RFP #31-11/15/16.

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: \_\_\_\_\_

Bob Taylor, Chairman  
Greenville County Council

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

Joseph M. Kernell  
County Administrator

ATTEST: \_\_\_\_\_

Theresa B. Kizer, c.c.c.  
Clerk to Council