

**COUNTY OF GREENVILLE
ADA CONSULTING SERVICES
RFP# 16-09/28/16**



Greenville County

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

www.greenvillecounty.org

Phone: 864-467-7200



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

Date: 09/09/16

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE ADA CONSULTING SERVICES, 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., WEDNESDAY, SEPTEMBER 28, 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.

#16-09/28/16

PROCUREMENT SERVICES DIVISION

By

DIRECTOR

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

PLEASE FURNISH US WITH **ONE (1) ORIGINAL AND EIGHT (8) 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 NO LATER THAN 5:00 P.M., E.D.T. SEPTEMBER 16, 2016

PLEASE MARK YOUR ENVELOPE TO READ **"RFP# 16-09/28/16."**

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

INSTRUCTIONS TO RESPONDENTS
RFP #16-09/28/16 ADA CONSULTING SERVICES

1. Unless otherwise required, submit only one (1) original and eight (8) 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
ADA CONSULTING SERVICES
RFP# 16-09/28/16**

SCHEDULE

September 16, 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 <u>5:00 P.M., E.D.T.</u>
September 28, 2016	Proposals must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than <u>3:00 P.M. E.D.T.</u>
September 28 – October 9, 2016	Review of Proposals
October 12, 2016	Tentative Date of Award
October 12 - 26, 2016	Contract Negotiations
October 26, 2016	Issue Notice to Proceed



**REQUEST FOR PROPOSALS
ADA CONSULTING SERVICES
RFP# 16-09/28/16**

I. Introduction

Access to civic life by people with disabilities is a fundamental goal of the Americans with Disabilities Act (ADA). To ensure that this goal is met, Title II of the ADA requires State and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and events but also to policy changes that governmental entities must make to ensure that all people with disabilities can take part in, and benefit from, the programs and services of State and local governments. In addition, governmental entities must ensure effective communication including the provision of necessary auxiliary aids and services so that individuals with disabilities can participate in civic life. (U.S. Department of Justice)

Greenville County is requesting proposals from qualified, experienced professionals to provide consulting services to evaluate the Greenville County Parks, Recreation, & Tourism Department's (PRT) facilities, programs, policies, and practices to determine what changes are necessary to meet the ADA's requirements and assistance in developing a transition plan to implement these changes.

II. Scope Of Work

PRT manages 55 facilities in Greenville County including 3 waterparks, 8 community centers, an aquatic center, retreat center, ice skating rink, a multi-use greenway trail, and 41 neighborhood and regional parks. In addition, PRT provides a variety of recreation programs including but not limited to adult and youth athletics, after-school care, summer day camps, cycling, and special events. The consultant will conduct an evaluation to identify physical obstacles limiting program and facility accessibility, describe the methods to make the site or program accessible, and specify a schedule for achieving compliance.

See Attachment A for a list of parks and facilities as well as a sampling of recreation programs to be included in the assessment.

A. Evaluation

The evaluation identifies those policies and practices that are inconsistent with Title II's requirements. The evaluation should consider all of PRT's facilities, programs, activities, and services, as well as the policies and practices in place to implement its various programs and services. The evaluation should recommend specific remedial measures necessary to bring the programs, policies, and services into compliance with Title II

including, at minimum: (1) relocation of programs to accessible facilities; (2) offering programs in an alternative accessible manner; (3) structural changes to provide program access; (4) policy modifications to ensure nondiscrimination; and (5) auxiliary aids needed to provide effective communication.

Audit of Facilities

- a. Conduct examinations of all buildings and sites listed in Appendix A. The examination will identify physical barriers in each facility that limit accessibility and compare each facility to the Federal ADA Accessibility Guidelines (ADAAG). Audit of facilities shall include accessible parking, routes and entrances, and access to program amenities along with review of facilities for effective communications.
- b. The consultant shall provide a Facility and Program Report for each site, building, and program detailing each item found to be in noncompliance. Photos, Videos, Maps, and/or Written descriptions required.

B. Transition Plan

Prepare a written, detailed Transition Plan to address all ADA noncompliant facilities and programs. The consultant shall consider the stakeholder and public input listed below in 1 and 2, and solicit public feedback in response to an ADA Transition plan process based on best practices (public meeting, online, etc.) and incorporate findings into plan priorities.

1. 2016-17 Accessibility Needs Assessment Findings- Provided by PRT
2. 2010 and 2016 County-wide Needs Assessment Findings- Provided by PRT
3. Prioritized recommendations and/or modifications to program policies and procedures language and practices and remedial measures and priorities to obtain compliance to current ADA standards
4. Prioritized recommendations on program and service provision improvements to ensure compliance to current ADA standards
5. Prioritized recommendations on facility and site improvements to ensure compliance to current ADA standards
6. Incorporation of the Department of Justice program access test to determine facility needs and variances from strict compliance due to technical infeasibility or duplication of services.
7. Recommendations to exceed minimum ADA standards to achieve Universal Accessibility

C. Presentation

In addition to the written report, the consultant shall make a 1-hour report to jurisdiction leadership on process and recommendations.

III. Project Schedule

Vendors shall submit a schedule with their proposal. Please include start date, anticipated completion date, and dates for specific milestones to mark progress. This schedule will be incorporated into the services agreement.

IV. Fees

Vendor shall submit fees for two options.

1. Vendor shall propose a fee to conduct a complete evaluation of all facilities and a transition plan.
2. Vendors shall also propose an alternate fee to evaluate a representative sample of 25% of all facilities, programs, and policies and a transition plan.

V. Submission Procedures, Requirements

A. Submittals

All submissions must be received by **3:00 P.M., E.S.T., WEDNESDAY, SEPTEMBER 28, 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#16-09/28/16) 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# 16-09/28/16**

B. Submittal Content

1. Cover Letter: Maximum of two pages serving as an Executive Summary.
2. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc. Resume of the Certified Access Specialist.
3. References and Comparable Projects: Provide a description of at least three (3) projects of a similar scope or complexity, including photographs and a text description of the firm's specific role in the project (e.g., workshop role, design, construction documentation, contract administration). Identify key personnel who participated in each project and describe their roles. Provide the completed construction value of each project and the estimated cost prior to bidding. Provide a reference for each of the

projects described. References should be current. Photographs representative of past projects are encouraged, but should clearly describe the firm's capacity.

4. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. In addition to this summary, full resumes should be provided.
5. Fee and Schedule: Submit a Fee Proposal for option 1 and 2, as described in Section IV, Fees, and a Project Schedule. The Fee Proposal should include an itemized breakdown showing how the fee proposal was developed, including all anticipated elements, time requirements, hourly rates, etc. The fee proposal should include all services described other than reimbursable expenses. The project schedule shall include all major milestones and shall assume a start date of January 1, 2017. Each proposal will be rated on the total fee and schedule proposed for the tasks included in the Scope of Work.
6. Project Approach: Responders should clearly explain what procedures they plan to conduct, how the data will be used to determine what impacts there may be on the project, and what considerations should be taken into account when producing the final document.
7. Vendor's Capabilities: Each responder should clearly demonstrate their capabilities and experience to provide the Scope of Services. The proposal should demonstrate a clear understanding of the ADA Accessibility Guidelines (ADAAG), Federal Public Rights of Way Access Advisory Committee (PROWAAC) Guidelines, and Title 24 requirements and the work to be performed. Familiarity with beach projects is preferred.
8. Vendor's Organization: Each responder should provide information on the technical competence of the consultant, experience and education of the key personnel that will be assigned to the project and it's Certified Access Specialist.
9. Ability to Accomplish Work: Each responder should provide their availability to provide the Scope of Services in a timely manner. Items to be considered include number of qualified staff (emphasis on local staffing), support staff, available equipment and facilities as well as recent experience with similar-type transition plans.

C. License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

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.D.T., SEPTEMBER 16, 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

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 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# 16-09/28/16.
- 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 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 20) 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.
- Approach to the project.
- Previous experience on projects of similar scope and size.
- Ability to provide scope of work in a timely manner.
- 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
ADA CONSULTING SERVICES
RFP# 16-09/28/16

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 by **5:00 P.M. E.D.T., September 16, 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 Eight (8) 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 20) 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.
- Approach to the project.
- Previous experience on projects of similar scope and size.
- Ability to provide scope of work in a timely manner.
- 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#16-09/28/16.
- 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
ADA CONSULTING SERVICES
RFP # 16-09/28/16

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	Approach to the project.	
0	1	2	3	4	5	Previous experience on projects of similar scope and size.	
0	1	2	3	4	4	Ability to provide scope of work in a timely manner.	
0	1	2	3	4	5	References.	
0	1	2	3	4	5	Fees.	

Maximum Points 30

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 for additional one (1) year terms not to exceed a maximum of one (1) annual renewal, 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 ADA consulting services.

These services to be provided by Contractor are set forth more fully in County Request for Proposals (“RFP”) #16-09/28/16 and in Contractor’s Response, received _____, to County RFP #16-09/28/16, 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 an invoice 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 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 IFB#16-09/28/16.

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.

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.

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 #16-09/28/16 and Contractor's Response to County RFP #16-09/28/16 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 #16-09/28/16;
- D. Addenda to County RFP #16-09/28/16.
- E. County RFP #16-09/28/16.

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.

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

**GREENVILLE COUNTY
PARK & FACILITY LIST**

NAME	AMENITY	LONGITUDE	LATITUDE	ZIP CODE	ADDRESS
7TH INNING SPLASH WATERPARK	WATERPARK	-82.4302597	34.7737427	29673	1500 PIEDMONT HWY
BRUSHY CREEK SOCCER COMPLEX	SOCCER FIELDS	-82.3065338	34.8830414	29687	4524 OLD SPARTANBURG RD
BRUTONTOWN COMMUNITY CENTER	GYM PLAYGROUND ACTIVITY ROOM	-82.3998108	34.8757439	29609	200 LEO LEWIS ST
BUTLER SPRINGS PARK	PLAYGROUND ATHELETIC FIELDS SHELTER TENNIS	-82.3364334	34.8689804	29615	301 BUTLER SPRINGS RD
CAMPBELLS COVERED BRIDGE	HISTORICAL SITE LOOP TRAIL	-82.2645416	35.0859108	29356	1214 PLEASANT HILL RD
CEDAR FALLS PARK	HISTORIC SITE WALKING TRAILS PLAYGROUND	-82.2999191	34.6159554	29644	201 CEDAR FALLS RD
CONESTEE PARK		-82.3508377	34.7794151	29607	850 MAULDIN RD
COREY BURNS PARK	BASEBALL FIELDS	-82.2823639	34.9119759	29687	BOLING CT
DAVID JACKSON PARK	BASEBALL FIELDS	-82.3122253	35.052494	29687	25 FOWLER RD
DISCOVERY ISLAND WATERPARK	WATERPARK	-82.3026199	34.7417183	29680	417 BALDWIN RD
EAST RIVERSIDE PARK	ATHLETIC FIELDS PLAYGROUND SAND VOLLEYBALL SHELTER	-82.2626953	34.9046516	29650	1155 S SUBER RD
FREETOWN COMMUNITY CENTER	GYM ACTIVITY ROOM PLAYGROUND ATHLETIC FIELD	-82.4400024	34.8454704	29611	200 ALICE AVE
GARY L. PITTMAN MEMORIAL PARK	SOCCER FIELDS PLAYGROUND WALKING TRAIL	-82.2896271	34.8528366	29615	420 BLACKS DR
GATEWAY PARK	TENNIS ATHLETIC FIELDS PLAYGROUND SHELTER	-82.4422379	34.9697762	29690	115 HENDERSON DR
HAPPY HEARTS COMMUNITY CENTER	ACTIVITY BUILDING BASKETBALL PICNIC GROVE	-82.3979797	34.8806419	29609	315 LOOP ST
HERDKLOTZ PARK	SOCCER FIELDS SHELTER PLAYGROUND WALKING TRAIL SAND VOLLEYBALL HORSESHOES	-82.3733215	34.8976097	29609	126 BEVERLY RD

Attachment A

IDLEWILD PARK	ATHLETIC FIELD BASKETBALL SHELTER PLAYGROUND	-82.3656921	34.7319603	29605	610 MICHELIN RD
JIMI TURNER PARK (SLATER- MARIETTA)	ATHLETIC FIELDS TENNIS COURT	-82.4982147	35.0212326	29661	210 BAKER CIR
LAKE CONESTEE NATURE PARK	HIKING TRAILS	-82.3550339	34.7761345	29605	601 FORK SHOALS RD
LAKESIDE PARK	ATHLETIC FIELDS SAND VOLLEYBALL PLAYGROUND SHELTER TENNIS WALKING TRAIL	-82.428978	34.7724113	29673	1500 PIEDMONT HWY
LES MULLINAX PARK	PLAYGROUND SHELTER	-82.4263229	35.1272011	29690	49 DIVIDING WATER RD
LINCOLN PARK	PLAYGROUND SHELTER ATHLETIC FIELD WALKING TRAIL BASKETBALL	-82.3039017	34.9542618	29687	169 HARNITHA LN
LORETTA C. WOODS PARK	SHELTER WALKING TRAIL PLAYGROUND ATHLETIC FIELDS	-82.3556366	34.5908051	29669	10200 AUGUSTA RD
MESA SOCCER COMPLEX	SOCCER FIELDS	-82.1944656	34.8124084	29651	1025 ANDERSON RIDGE RD
MONAGHAN PARK	ATHLETIC FIELD	-82.4291763	34.8666306	29611	1 THOMAS ST
MT PLEASANT COMMUNITY CENTER	ACTIVITY ROOM SHELTER GYM PLAYGROUND WALKING TRAIL	-82.3921509	34.7757301	29605	710 S FAIRFIELD RD
NORTHSIDE PARK	ATHLETIC FIELDS SHELTER TENNIS COURT PLAYGROUND BASKETBALL	-82.3553925	34.9585342	29609	101 W DARBY RD
NORTHWEST PARK	SAND VOLLEYBALL POOL ATHLETIC FIELDS SHELTER PLAYGROUND	-82.4717407	34.901001	29617	8109 WHITE HORSE RD
OAK GROVE LAKE PARK	FISHING LAKE	-82.2856445	34.8445244	29615	101 OAK GROVE LAKE RD
ODESSA STREET GARDEN	GARDENS	-82.4200668	34.8351707	29601	106 ODESSA ST
OTTER CREEK WATERPARK	WATERPARK	-82.3540115	34.9590378	29609	101 W DARBY RD
PARAMOUNT PARK	PLAYGROUND SHELTER	-82.3711929	34.8063774	29605	133 CROSBY CIR
PAVILION RECREATION COMPLEX	ICE SKATING INLINE SKATING GAME ROOM TENNIS COURT SOCCER FIELDS PLAYGROUND TRAIN	-82.2997284	34.8851089	29687	400 SCOTTSWOOD RD

Attachment A

PELHAM MILL PARK	HISTORIC SITE / DOG PARK	-82.2285614	34.8578377	29650	2770 E PHILLIPS RD
PIEDMONT ATHELETIC COMPLEX	ATHELETIC FIELDS COURTS	-82.4017487	34.6898994	29673	150 WOODMONT SCHOOL RD
PINEY MOUNTAIN PARK	PLAYGROUND ATHLETIC FIELD SHELTER WALKING TRAIL BASKETBALL COMMUNITY ROOM	-82.3903351	34.8881836	29609	501 WORLEY RD
PLEASANT RIDGE CAMP AND RETREAT CENTER	POOL ROPES COURSE CABINS OFFICE DINAING HALL ARCHERY TRAILS	-82.4825058	35.0935478	29661	4232 HWY 11
PLEASANT RIDGE PARK	FISHING LAKE SWIMMING CABINS WALKING TRAIL HISTORIC BRIDGE	-82.4825058	35.0935478	29661	4232HWY 11
POINSETT BRIDGE	CABINS WALKING TRAIL HISTORIC BRIDGE	-82.3887329	35.1285706	29690	580 CALLAHAN MOUNTAIN RD
POINSETT PARK	PLAYGROUND WALKING TRAIL SHELTER	-82.4373856	34.9505043	29690	5 PINE FOREST DR
RIVERBEND EQUESTRIAN PARK	RIDING RINGS PETTING ZOO SHELTER	-82.4712982	34.9330025	29617	175 RIVER BEND RD
SHOELESS JOE JACKSON MEMORIAL PARK	HISTORIC BALLFIELD PLAYGROUND SHELTER	-82.4338531	34.8429832	29611	406 WEST AVE
SLATER HALL COMMUNITY CENTER	ACTIVITY BUILDING WALKING TRAIL PLAYGROUND	-82.4927292	35.0282669	29661	5 WHITNEY ST
SLATER-WHITE PARK	ATHLETIC FIELD	-82.4953995	35.0236931	29661	8 SLATER RD
STAUNTON BRIDGE	GYM COMMUNITY ROOM BASKETBALL COURT	-82.4429	34.80503	29611	165 STAUNTON BRIDGE ROAD
SOUTHSIDE PARK	ATHLETIC FIELDS TENNIS SHELTERS PLAYGROUND	-82.302681	34.742794	29680	417 BALDWIN RD
STERLING COMMUNITY CENTER	GYM PLAYGROUND SHELTER ATHLETIC FIELD TENNIS PLAYGROUND	-82.4190826	34.837677	29601	113 MINUS ST
SWAMP RABBIT TRAIL - LCNP	WALKING / BIKING TRAIL 3.5 MILES	-82.3612976	34.7820663	29605	415 CHURCHILL CIR
SWAMP RABBIT TRAIL - GVL TR	WALKING / BIKING TRAIL 14.5 MILES	-82.4215469	34.8917465	29601	37 FURMAN COLLEGE WAY
TRAILBLAZER PARK	ATHLETIC FIELDS	-82.4444	34.95358	29690	115 WILHELM WINTER STREET
VERNER SPRINGS PARK	PLAYGROUND	-82.4200821	34.8733788	29609	4 OLD BLEACHERY RD
WELCOME PARK	PLAYGROUND BASKETBALL SHELTER	-82.4437561	34.8291626	29611	5 YORK DR

WESTSIDE PARK	ATHLETIC FIELDS TENNIS COURST PLAYGROUND SHELTER	-82.4437256	34.8593559	29611	2700 W BLUE RIDGE DR
WESTSIDE AQUATIC CENTER	TWO POOLS AND RELATED FACILITIES	-82.4437256	34.8593559	29611	2701 W BLUE RIDGE DR
WOODFIELD COMMUNITY CENTER	ACTIVITY BUILDING PALYGROUND ATHLETIC FIELD	-82.381485	34.788826	29605	48 RIDGEWAY DR

PROGRAM LIST

- Youth Competitive Swimming
- Youth Football
- Adult Soccer
- Major Sports Tournament
- Camp Spearhead
- Spearhead Weekend Program
- Special Olympics Greenville
- Senior Program
- Day Camp
- After-School Program
- Homeschool P.E.
- Major Special Event (Enchanted Tracks, Get Out Greenville, etc.)