

**COUNTY OF GREENVILLE
INDOOR PLANT MAINTENANCE
RFQu #86-05/27/16**



**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**

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

Date: 5/13/16

Sealed quotes for INDOOR PLANT MAINTENANCE, subject to the conditions and all provisions set forth herein and attached, will be received at this office until 5:00 PM, EDT, FRIDAY, MAY 27, 2016, and then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

SHOW THIS NUMBER ON ENVELOPE:

RFQu No. #86-05/27/16

PROCUREMENT SERVICES DIVISION

By

DIRECTOR

COMMODITIES OR SERVICES

GREENVILLE COUNTY IS REQUESTING SUBMISSION OF SEALED QUOTES FROM VENDORS TO PROVIDE INDOOR PLANT MAINTENANCE.

PLEASE SUBMIT **ONE (1) ORIGINAL AND THREE (3) COPIES** OF YOUR QUOTE.

QUESTIONS CONCERNING THE QUOTE ARE TO BE SUBMITTED IN WRITING TO **SHELVIS GAMBRELL, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX: (864) 467-7304, OR EMAIL: SGAMBRELL@GREENVILLECOUNTY.ORG NO LATER THAN 5:00 PM, EDT, FRIDAY, MAY 20, 2016.**

PLEASE MARK YOUR ENVELOPE TO READ: "RFQu #86-05/27/16."

NOTICE TO BIDDERS: ALL TAXES ON ANY ITEM THAT GREENVILLE COUNTY MAY BE REQUIRED TO PAY MUST BE SHOWN SEPERATELY IN THE PRICE BID.

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

INSTRUCTIONS TO RESPONDENTS
RFQu #86-05/27/16 INDOOR PLANT MAINTENANCE

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

CONDITIONS

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

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

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

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

FIRM NAME _____

ADDRESS _____

BY _____
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME _____

TITLE _____

EMAIL: _____

PHONE _____

FAX _____



**Greenville
County**

REQUEST FOR QUOTES

**INDOOR PLANT MAINTENANCE
RFQu #86-05/27/16**

I. Introduction

The County of Greenville is requesting quotes from vendors to provide weekly maintenance and guarantee replacement (as needed) for indoor plants, located at 301 University Ridge, Greenville SC 29601.

II. Scope of Work

The County of Greenville is seeking a vendor to furnish all supervision, tools, materials, supplies and expertise to perform Indoor Plant Maintenance on a weekly basis, to the following specifications:

- A. Ensure that all plants are watered and fertilized as necessary.
- B. Ensure that all plants are healthy and in good appearance.
- C. Ensure that all plants are kept free of disease and insects.
- D. Remove all damaged or unsightly foliage.
- E. Keep all plants polished and oriented to proper light.
- F. Ensure that all planters are free of debris and dirt and maintained in a neat and orderly manner.
- G. Take special care to prevent damage to surrounding floors, walls and furniture while performing maintenance.
- H. Remove any plants that become unsightly, as necessary.
- I. Perform services on a weekly-basis, between the hours of 8:00 AM to 5:00 PM, Monday through Friday.
- J. Maintain all plants (approximately 53) located in the following areas of the County Square facility:
 - Main Lobby (near County Council Entrance)
 - Tax Collector's (near Tax Collector Entrance) Lobby
 - Auditor's Lobby (Suite 600)
 - Public Works' (Suite 3800) Lobby
 - Human Service's Lobby (near Human Services Entrance)

III. Pricing

Vendors shall provide in their response all costs associated with providing the above services, on a weekly-basis.

IV. Quote Submission Date

Vendors must send the information by 5:00 PM, EDT, **Friday, May 27, 2016**, to Greenville County's Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601. The information may be faxed to (864) 467-7304 or emailed to Shelvis Gambrell, Buyer, at sgambrell@greenvillecounty.org.

V. 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 **Indoor Plant Maintenance, RFQu # 86-05/27/16.**
- 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

Policy shall contain a waiver of subrogation against 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 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.

VI. 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.

VII. 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.

VIII. Sample Contract

A Sample Contract is included for review.

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 for one (1) year, unless extended by the County for an additional one (1) year term not to exceed a maximum of four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. **SCOPE OF SERVICES.** County has employed Contractor to provide indoor plant maintenance.

These services to be provided by Contractor are set forth more fully in County Request for Quotes ("REQu") #

and in Contractor's Response, received _____, 2016, to County RFQu #86-05/27/16, attached hereto and incorporated herein by reference.

3. **PRICE.** County agrees to pay Contractor a total sum not to exceed _____.

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 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 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 RFQ#86-05/27/16.

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, 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

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

CONTRACTOR

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

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

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

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

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

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

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFQu #86-05/27/16 and Contractor's Response to County RFQu #86-05/27/16 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 RFQu #86-05/27/16;
- D. Addenda to County RFQu #86-05/27/16.
- E. County RFQu #86-05/27/16.

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

SAMPLE CONTRACT