

**COUNTY OF GREENVILLE
PRE-CAST BRIDGE BEAMS
IFB # 36-02/08/12**



**Greenville
County**

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

www.greenvillecounty.org

864-467-7200



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

NOTICE

Date: January 27, 2012

Sealed bids for PRE-CAST BRIDGE BEAMS WITH BARRIERS subject to the conditions and all provisions set forth herein and attached, will be received at this office until 3:00 P.M., EST, FEBRUARY 08, 2012, then publicly opened. The commodities and/or services must be furnished as described and specified to Greenville County. The prices on this bid will include all costs of transportation to the required destination.

SHOW THIS NUMBER ON ENVELOPE

PROCUREMENT SERVICES DIVISION

IFB No. # 36-02/08/12

By 
 Director

	COMMODITIES OR SERVICES	
	<p>GREENVILLE COUNTY IS REQUESTING SUBMISSION OF SEALED BIDS FROM VENDORS FOR PRE-CAST BRIDGE BEAMS WITH BARRIERS FOR TWO PROJECTS LOCATED IN GREENVILLE COUNTY.</p> <p>BIDS MUST BE SUBMITTED ON THE BID SHEET (PAGE 4) WITH THE TOTAL BEING LISTED AT THE BOTTOM. BID SHEET MUST BE SIGNED. QUESTIONNAIRE MUST BE COMPLETED AND SIGNED. ALL TAXES ON ANY ITEM THAT GREENVILLE COUNTY MAY BE REQUIRED TO PAY MUST BE SHOWN SEPARATELY, NOT INCLUDED IN THE PRICE BID.</p> <p>PLEASE SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR BID.</p> <p>QUESTIONS CONCERNING THE IFB ARE TO BE SUBMITTED IN WRITING TO CAL PILGRIM, BUYER, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX (864) 467-7304 OR EMAIL cpilgrim@greenvillecounty.org NO LATER THAN 5:00 P.M., EST February 1, 2012.</p> <p><u>PLEASE SIGN THE FOLLOWING PAGE. FAILURE TO SIGN WILL VOID YOUR BID. PLEASE MARK YOUR ENVELOPE TO READ:</u> IFB # <u>36-02/08/12</u>.</p> <p>NOTICE TO BIDDERS: All taxes on any item that Greenville County may be required to pay must be shown separately, not included in the price bid.</p>	

INSTRUCTIONS TO RESPONDENTS
IFB # 36-02/08/12 PRE-CAST BRIDGE BEAMS

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 _____

PHONE _____ FAX _____



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

PRE-CAST BRIDGE BEAMS

IFB # 36-02/08/12

SCHEDULE

February 1, 2012	All questions must be submitted in writing to Cal Pilgrim, Buyer, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email cpilgrim@greenvillecounty.org, by <u>5:00 P.M., EST</u>
February 8, 2012	Bids must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than <u>3:00 P.M. EST</u>
February 8 – February 15, 2012	Review of bids
February 15, 2012	Tentative Date of Award
February 15 – February 29, 2012	Contract Negotiations
February 29, 2012	Issue Notice to Proceed



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

PRE-CAST BRIDGE BEAMS
IFB # 36-02/08/12

BID SHEET

QUANTITY	COMMODITIES OR SERVICES	UNIT	UNIT PRICE	TOTAL PRICE
1 EA.	SUBER MILL ROAD PROJECT			\$ _____
1 EA.	DELIVERY OF ABOVE			\$ _____
1 EA.	PINEAPPLE POINT PROJECT			\$ _____
1 EA.	DELIVERY OF ABOVE			\$ _____
	TOTAL BID			\$ _____
<p>BIDS MUST BE SUBMITTED ON THIS PAGE. FAILURE TO SIGN BID SHEET WILL VOID YOUR BID!</p> <p>NOTICE TO BIDDERS: All taxes on any item, that Greenville County may be required to pay, must be shown separately, not included in the price bid.</p>				

Authorized Signature

Date

Company



**Greenville
County**

**PRE-CAST BRIDGE BEAMS
IFB # 36-02/08/12**

I. Introduction

Greenville County is seeking sealed bids from vendors to provide components for two (2) different bridges as listed below, in accordance with the **American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges, 17th Edition**. Vendor shall include all hardware, connection plates, and pre-cast pile caps and pads. The Greenville County Public Works Department is responsible for road, bridge and sign maintenance in addition to pavement management within Greenville County.

II. Scope of Work

The work herein consists of providing a total of three (2) pre-cast bridge assemblies described as follows:

A – Suber Mill Road Project – Complete 25 ft. Span Bridge

- 10 each – 17” x 2’-9” x 25’ long cored slabs
- 50 lf – Precast rail (2 each 10’ long and 2 each 15’ long)
- All hardware and rubber for barrier rails
- 1 each – Post Tension Rod and Hardware
- Delivery to jobsite in Greenville County

B – Pineapple Point Project – Three (3) 15 ft. Span Bridges

- 30 each – 12” x 36” x 15 ft. long solid slabs
 - 90 lf – Precast rail (six at 15’ each)
 - 6 each – Precast pile caps
 - 3 each – Post Tension Rod & Hardware
 - Hardware and rubber for rails
 - Delivery to jobsite in Greenville County
-
- All pre-stressed concrete and reinforced concrete members shall be designed in accordance with **AASHTO Standard Specifications for Highway Bridges, 17th Edition**. Live loading shall be **HS25**.
 - All workmanship and materials shall conform to **South Carolina Department of Highways and Public Transportation Standard Specifications for Highway Construction (2000 Edition)** and the latest applicable **Supplemental Specifications**.

-
- All related documents shall be completed under the direct supervision of a **registered professional engineer of South Carolina** and the design calculations, contract plans and specifications shall be signed and sealed by such.
 - All pre-cast plants shall **carry Pre-Stressed Concrete Institute (PCI) Certifications** and be qualified to **Categories 1 and 2 or 4**.
 - Any and all records of Materials Quality Control testing will be made available upon request.
 - Exterior hollow cored slabs shall either provide for attaching steel guardrail or concrete barrier as noted in the specific design calculations, bridge plans and specifications referred to above.
 - Substructure pre-stressed concrete cap members shall be 24"W x 16"D and 6" longer than the specified bridge width. Concrete compressive strength of the pre-cast caps shall be 5000 PSI.
 - Retaining blocks located at the end of each cap shall be 12"W x 12"D X 22"L and shall be pre-cast with the cap member.
 - Pre-cast caps shall be detailed to provide connections utilizing steel studs attached to the substructure.
 - All pre-stressed members shall have equally spaced 2" ID holes (transversely) to accept 1" post tensioning steel rods per engineering requirements.
 - Mild reinforcement shall be in accordance with American Society for Testing and Materials (ASTM) **A165 Grade 60**.
 - Weldable reinforcement shall be in accordance with **ASTM A706**.
 - All exposed Hardware shall be galvanized in accordance with **ASTM 123**.
 - Any and all hardware, connectors etc. shall be included.

Bridge may have to be stored up to 24 months.

The Greenville County Public Works Department reserves the right to review all engineering design drawings prior to the awarding of the contract.

III. Engineering and Documentation

The contractor shall provide all engineering certifications and as built drawings certified by the original project design engineer at the completion of the project.

IV. Pricing

Pricing shall be submitted using the Bid Sheet (Page 4). The Bid Sheet must be signed by an authorized representative. Failure to sign will void the bid.

V. Submission Procedures, Requirements

All submissions must be received by **3:00 P.M., EST, WEDNESDAY, February 8, 2012** and delivered to 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late, the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids.

Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached **Terms and Conditions** and submit one (1) original and three (3) bound copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bids number (**IFB # 36-02/08/12**) 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
IFB # 36-02/08/12

VI. Statement of Qualifications

Vendors shall include a statement of qualifications that includes the following:

1. Overview of company background.
2. Vendor contact information with names, addresses, telephone numbers.
3. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any governmental entity reference.
4. List of previous projects of similar size and scope.

VII. Inquiries and Addenda

A. Questions

All questions concerning this IFB are to be submitted in writing – via fax, electronic mail, or regular mail to Cal Pilgrim, Buyer, Procurement Services Division, to the address listed below, **no later than 5:00 P.M., EST, February 1, 2012**. Please refer all questions about this Invitation for Bid and project to:

County of Greenville
Cal Pilgrim, Buyer
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7204
Fax: (864) 467-7304
E-mail: cpilgrim@greenvillecounty.org

All inquiries and responses will be distributed to all vendors known to have received the IFB 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 IFB.

B. Addenda

This IFB represents the most definite statement Greenville County will make concerning information upon which bids are to be based. Any changes to this IFB 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 IFB document. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if necessary, postpones the date for receipt of bids or cancels this IFB. Vendors shall acknowledge receipt of all addenda and Questions and Answers with their Bid.

VIII. General Information

A. Proprietary Information

Responders are advised that the County, to the extent permitted by law, will protect the confidentiality of their bids. Responders are advised to consider the implications of the South Carolina Freedom of Information Act, particularly after the bid process has ceased and the contract has been awarded.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bids. Where errors or omissions appear in the IFB, 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 Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid 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.

IX. Insurance:

The contractor shall not commence work under this contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar

insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance, except Workers’ 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.

- A. Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within ten (10) working days from the date of Notice of Award.
- B. All certificates of Insurance submitted shall provide on the face of the Certificate reference to County’s **IFB # 36-02/08/12.**
- C. Contractor will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this section.
- D. Contractor agrees to maintain and keep in force during the life of this agreement, with a company or companies authorized to do business in South Carolina, the following 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 and property damage,

and cover all vehicles including owned, non-owned, hired.

Workers’ Compensation

Coverage A State of SC Statutory

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 will be accepted unless in the County's sole discretion, it is more advantageous to the County (i.e. requirement of \$1,000,000-a \$2,000,000 or \$5,000,000 could be acceptable.)

X. Evaluation Criteria

Greenville County reserves the right to interview selected finalists. All bids submitted and accepted in accordance with this IFB will be evaluated based on the following criteria. This list is in no particular order.

- Responsiveness to this IFB.
- Previous experience on projects of similar scope and size.
- Cost.
- References.

XI. 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.

XII. Sample Contract

A sample contract is provided.



**COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
PRE-CAST BRIDGE BEAMS
IFB # 36-02/08/12**

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Bid Opening and Award:** Bids shall be publicly opened and only the names of the bidders disclosed at the bid opening. However, no decision will be made until Procurement Services and the user Division have had ample time to review each bid. 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 bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of sixty (60) days after bid opening date. Bids, 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 bid. Bids received after the closing time/date will not be accepted. By submission of a bid, 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 bids, 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 bid evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the bid, 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 bid. 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 bid or to any contract as a result of this bid.
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 bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bid 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. **Bid Form**: The responder shall sign his bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, the bid may be rejected. Bids will be accepted on bound 8-1/2" x11" paper.
9. **Questions**: Questions shall be submitted in writing to Cal Pilgrim, Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 or by E-Mail to cpilgrim@greenvillecounty.org by 5:00 P.M. EST, **February 1, 2012**.
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 bid.
11. **Number of Bid Copies**: Please submit **One (1) Scan-Ready Original and Three (3) Bound Copies** of your bid.
12. **Bid Changes**: Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
13. **Bid Price**: The bid price presented as a result of these specifications shall be for the contract period. The bid 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 bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
14. **Federal, State and Local Laws**: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
15. **Tie Bids**: In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 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 bids will be evaluated on the following criteria. Greenville County reserves the right to interview responders to this IFB at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this IFB
- Previous experience on projects of similar scope and size
- Cost
- References

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

19. **MBE/WBE Participation – Affirmative Action:**

- A. MBE/WBE – Vendors submitting bids 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 Bid into Contract:** The terms, conditions, and specifications of this bid 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 bid, 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 bid, 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 bid 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 bid, 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 shall not commence work under this contract until it has obtained all insurance required, and such insurance has been approved in writing by the County, 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 IFB # 36-02/08/12.**
- 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 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.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SERVICES AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____, 2010, 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, 2011, unless extended by the County for additional one (1) year terms 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 annual termination date.

2. **SCOPE OF SERVICES.** County has employed Contractor to provide one (1) complete 25' span bridge and three (3) 15' span bridges in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges, 17th Edition.

These services to be provided by Contractor are set forth more fully in County Invitation for Bids ("IFB") #36-02/08/12 and in Contractor's Response, received _____, to County IFB #36-02/08/12, attached hereto and incorporated herein by reference.

3. **PRICE.** County agrees to pay Contractor a total sum not to exceed _____ (\$XXXXXXX.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 invoices to County, which shall include a detailed listing of charges and a final bill 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 shall not commence work under this contract until it has obtained all insurance required, and such insurance has been approved in writing by the County, 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.

1. A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB#36-02/08/12.
- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is 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 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 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 IFB #36-02/08/12 and Contractor's Response to County IFB #36-02/08/12 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 IFB #36-02/08/12;
- D. Addenda to County IFB #36-02/08/12.
- E. County IFB #36-02/08/12.

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

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

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

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

SAMPLE CONTRACT

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

WITNESSES:

CONTRACTOR

By: _____

Its: _____

COUNTY OF GREENVILLE

By: _____

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

By: _____

Joseph M. Kernell
County Administrator

ATTEST: _____

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

SAMPLE CONTRACT