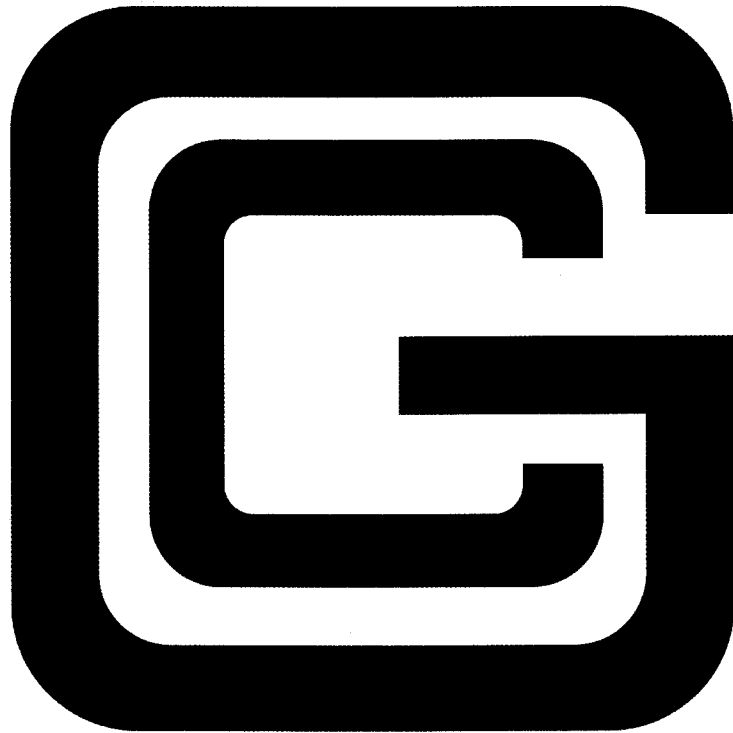


**COUNTY OF GREENVILLE
AUCTIONEER SERVICES
RFP# 38-02/06/12**



Greenville County

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

**www.greenvillecounty.org
PHONE: 864-467-7200**



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

Date: 01/27/2012

THE GREENVILLE COUNTY FORFEITED LAND COMMISSION IS REQUESTING SEALED PROPOSALS FROM VENDORS TO PROVIDE AUCTIONEER SERVICES FOR FORFEITED REAL PROPERTY, subject to the conditions and all provisions set forth herein and attached. The responses will be **RECEIVED AT THIS OFFICE UNTIL 3:00 P.M., E.S.T., MONDAY, FEBRUARY 6, 2012,** then publicly opened. The service must be furnished as described and specified herein and delivered to the Greenville County Forfeited Land Commission.

**SHOW THIS NUMBER ON ENVELOPE
Request for Proposals No.**

PROCUREMENT SERVICES DIVISION

#38-02/06/12

By *Nadine Chasteen*
DIRECTOR

AUCTIONEER SHOULD PROVIDE IN THEIR PROPOSAL CREATIVE APPROACH RECOMMENDATIONS TO BE CONSIDERED BY THE FORFEITED LAND COMMISSION. THE CONTRACTOR IS EXPECTED TO MEET THE REQUIREMENTS OF THIS RFP.

PLEASE FURNISH US WITH **ONE (1) ORIGINAL AND FOUR (4) COPIES** OF YOUR PROPOSAL.

ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO NADINE CHASTEEN, CPPO, CPPB, DIRECTOR, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601, FAXED TO (864) 467-7304, OR EMAILED TO nchasteen@greenvillecounty.org **NO LATER THAN 5:00 P.M., E.S.T. FEBRUARY 1, 2011.**

PLEASE MARK YOUR ENVELOPE TO READ **"RFP#38-02/06/12."**

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

INSTRUCTIONS TO RESPONDENTS
RFP #38-02/06/12 AUCTIONEER SERVICES

1. Unless otherwise required, submit only one (1) original and four (4) 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 _____

**COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
AUCTIONEER SERVICES
RFP# 38-02/06/12**

SCHEDULE

February 1, 2012	All questions must be submitted in writing to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email nchasteen@greenvillecounty.org , by <u>5:00 P.M., E.S.T.</u>
February 6, 2012	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.S.T.</u>
February 6 – February 10,2012	Review of Proposals
February 10, 2012	Tentative Date of Award
February 10 – February 24, 2012	Contract Negotiations
February 24, 2012	Issue Notice to Proceed



County of Greenville

"... At Your Service"

**GREENVILLE COUNTY
REQUEST FOR PROPOSAL
AUCTIONEER SERVICES
RFP# 38-02/06/12**

I. Introduction

Greenville County Forfeited Land Commission (hereinafter "Commission") requests sealed proposals from vendors to provide auctioneer service to sale forfeited real property in the County of Greenville.

II. Scope Of Work

1. A Commission representative or a designee will coordinate with the contractor regarding property parcels, dates and locations of auctions.
2. The Commission is open to reviewing creative approaches to auctions.
3. Vendor will meet with the Commission to confirm time tables and services needed for each parcel.
4. Vendor shall auction property parcels and report details of the sale to the Commission.
5. Auctioneer should expect an estimated twenty-fifty properties per year.
6. Provide services before, during and after auction date including; advertising, brochures, mailing, security, traffic control, signs (provided and installed), portable toilet facilities (if needed), dispute resolution, responsibilities, timely settlement and payment of auction proceeds, or any other related services requested by Greenville County for the auctions.
7. If vendor will be handling money in any way they will be required to have bonding and provide proof of same to County.

III. Pricing

Vendors shall list their fees associated with the auctioning service. Pricing will be reviewed and confirmed during negotiations with the Commission.

IV. Submission Procedures, Requirements

Submittals

All submissions must be received by **3:00 P.M., E.S.T., Monday, February 6, 2012** and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late the proposal will

be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

Responders to this Request for Proposals shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and four (4) bound copies of their proposal to the address listed below. To ensure acceptance of the proposal, the Request for Proposals number (RFP# 38-02/06/12) 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.

License and Permits

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

V. Statement of Qualifications

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

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

VI. Inquiries and Addenda

A. Questions

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, to the address listed below, no later than 5:00 P.M., E.S.T., February 1, 2012. Please refer all questions in writing about this Request for Proposals and project to:

County of Greenville
Nadine Chasteen, CPPO, CPPB, Director
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7449
Fax:(864) 467-7304
E-mail: nychasteen@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. Venders 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 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.

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# 38-02/06/12

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:

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.

VENDORS SHALL SUBMIT THEIR CERTIFICATE OF INSURANCE FORM WITH THEIR PROPOSALS AND COUNTY RESERVES THE RIGHT TO LOWER LIMITS AT ANY TIME BASED ON PROJECT.

IX. Evaluation Criteria

The proposals will be evaluated on the following utilizing the score sheet included (page 10) 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
- Previous experience on projects of similar scope and size.
- Pricing Approach and Cost
- References
- Services provided and approach to auction

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. Sample Contract

A sample Contract is attached for review. The contract will be with the Greenville County Forfeited Land Commission. Contract negotiations will take place with the selected contractor. The Commission desires to have a one year contract with four additional one year options to renew.

SCORE SHEET
Responses for
Auctioneer Services
RFP # 38-02/06/12

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	Previous experience on projects of similar scope & size		
0	1	2	3	4	5	Pricing Approach and Cost		
0	1	2	3	4	5	References		
0	1	2	3	4	5	Services provided and auction approaches		

Maximum Points 25

Total Score _____

Notes:

**COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
AUCTIONEER SERVICES
REQUEST FOR PROPOSALS # 38-02/06/12**

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **RFP 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 Purchasing 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 Purchasing 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 bidders ability to provide the products or services requested herein.
4. **Responders Responsibility:** Each responders 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 Bidders, 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 Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 or by E-Mail to nchasteen@greenvillecounty.org by **5:00 P.M. E.S.T., February 1, 2012.**
10. **IF VENDOR HANDLES MONEY IN ANY WAY THEY WILL BE REQUIRED TO HAVE BONDING PROVIDE PROOF OF SAME TO COUNTY.**
11. **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.
12. **Number of Proposal Copies:** Please submit **One (1) Original and Four (4) Copies** of your proposal.
13. **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.
14. **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.
15. **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.

16. **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.

17. **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.

18. **Evaluation Criteria:** The proposals will be evaluated on the following utilizing the score sheet included (page 10) 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.

1. Responsiveness to this RFP
2. Previous experience on projects of similar scope and size.
3. Pricing Approach and Cost
4. References and Qualifications
5. Services provided and approach to auction

19. **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.

20. **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 responder 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.

21. **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.

22. **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 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.

23. **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.

24. **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.
25. **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.
26. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated into the contract.
27. **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 responder 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.
28. **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.
29. **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 and 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.
30. **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. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
31. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

32. **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.
33. **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.
34. **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.
 - 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#38-02/06/12
 - D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. 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:

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 SHALL SUBMIT THEIR INSURANCE FORMS WITH THEIR PROPOSALS AND COUNTY RESERVES THE RIGHT TO LOWER LIMITS.

35. **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.
36. **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.
37. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without proper written approval from the County.
38. **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.
39. **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.
40. **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.

41. **Public Record:** All information submitted relating to this proposal, except for proprietary information, shall become part to the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The County assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
42. **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.
43. **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.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SERVICES AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____, 2012, by and between the **GREENVILLE COUNTY FORFIETED LAND COMMISSION**, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 ("Commission"), 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, 2012, unless extended by the Commission for additional one (1) year terms not to exceed a maximum of four (4) annual renewals, or otherwise terminated as hereinafter provided. The Commission 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.** Commission has employed Contractor to provide auctioneer services.

These services to be provided by Contractor are set forth more fully in County Request for Proposals ("RFP") #38-02/06/12 and in Contractor's Response, received _____, to County RFP #38-02/06/12, attached hereto and incorporated herein by reference.

3. **PRICE.** Commission agrees to pay 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 Commission one or more reports or other written documents

reflecting services provided. All such reports or other written documents shall become the property of Commission 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 shall be responsible for collecting all bids and make payment in full to Commission within seven (7) days, less the fee as stated in Section 3. An itemized report of the sale shall be submitted with each check. Separate checks and reports will be required for each agency participating in the auction.

7. WARRANTY. Contractor warrants to Commission 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.

8. 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 Commission, 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 COMMISSION 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.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the Commission 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#38-02/06/12.

D. Contractor will provide Commission a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled.

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:

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 Commission's sole discretion, it is more advantageous to the Commission, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

VENDORS SHALL SUBMIT THEIR CERTIFICATE OF INSURANCE FROM WITH THEIR PROPOSALS AND COMMISSION RESERVES THE RIGHT TO LOWER LIMITS AT ANY TIME BASED ON PROJECT.

9. **INDEMNIFICATION.** Contractor agrees to defend, indemnify and save harmless the Commission and all Commission 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 Commission, its agents, staff, and other consultants employed by it.

10. RIGHT OF ENTRY. The Commission 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.

11. CONTROL OF JOB SITE AND ACTIVITY. Contractor shall be responsible for its activities, that of its employees on the site and the activities of its consultants, contractors and/or subcontractors for maintaining a safe job site.

12. 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.

13. 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 Commission for any loss suffered by the Commission as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

14. PUBLIC RESPONSIBILITY. The Commission 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 Commission to any matter of which Contractor becomes aware and believes requires the Commission to issue a notice of report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the Commission 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.

15. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the Commission, if the Commission requests such documents, witnesses and/or general assistance. The Commission 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.

16. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the Commission and will not release, distribute or publish same to any third party without prior permission from the Commission, 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 Commission.

17. 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.

18. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the Commission 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 Commission, nor less than thirty (30) days nor more than sixty (60) days after receipt by the Commission 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 Commission shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the Commission shall not be responsible for any other charges.

Should the Commission 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 Commission 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 Commission as of the date of termination.

The Commission may terminate this contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor.

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

19. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #38-02/06/12 and Contractor's Response to County RFP #38-02/06/12 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 RFP #38-02/06/12;
- D. Addenda to County RFP #38-02/06/12
- E. County RFP #38-02/06/12.

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

21. 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.

22. 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 Commission 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: _____

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