



**Greenville County**  
**Procurement Services Division**

**Issue Date: TBD**  
**Opening Date: TBD**

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# **OPERATIONAL ASSESSMENT**

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[https:// procurement.opengov.com/portal/greenvillecounty/greenvillecounty](https://procurement.opengov.com/portal/greenvillecounty/greenvillecounty)

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Robert Brewer, NIGP-CPP, CPPO, CPPB  
Procurement Services Division Director

Greenville County  
Operational Assessment

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Attachments:

A - COG Sub W9

B - Sample Services Agreement

## 1. Public Notice

Greenville County is soliciting sealed proposals in response to Operational Assessment, subject to the conditions and all provisions set forth herein and attached. Sealed proposals will be received through the County's online procurement portal located at <https://procurement.opengov.com/portal/greenvillecounty> until TBD, TBD, then publicly opened. The goods and/or services must be furnished as described and specified herein and submitted to Greenville County.

All inquiries regarding this proposal shall be submitted no later than TBD, NO VALUE via the County's online procurement Portal, located at <https://procurement.opengov.com/portal/greenvillecounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the County's online procurement Portal. Offerors may also click "Follow" on this proposal to receive an email notification when answers are posted. It is the responsibility of the Offeror to check the website for answers to inquiries.

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## 2. Introduction

### 2.1. Summary

The County of Greenville is requesting proposals from qualified consultants or firms to conduct a comprehensive performance evaluation of the Greenville County Sheriff's Office (GCSO) and the Greenville County Emergency Management Services (GCEMS). This independent assessment will analyze current operations, performance metrics, staffing levels, workload distribution, organizational structure, and Unit Hour Utilization (UHU). It will also include a gap analysis comparing the current state of the department to recognized best practices and peer agencies in counties of similar size (500,000 – 1,000,000 population) within the Southeastern United States.

The intent is to identify operational and strategic improvements, benchmark performance against best practices and provide data-driven, actionable recommendations that will guide improvements in service delivery, organizational efficiency, and resource deployment.

The County reserves the right to award to one or multiple vendors. Responders may propose on both or one of the disciplines. The responders must inform the County in their proposal which discipline(s) they are proposing.

### 2.2. Background

The Greenville County Sheriff's Office serves a growing and diverse community and plays a critical role in maintaining public safety, criminal investigations, detention services, and community engagement. Due to evolving demands, call volumes, and public expectations, the County seeks an expert, third-party analysis to evaluate and enhance the operational effectiveness and strategic alignment of the agency.

Greenville County EMS serves a growing and diverse population and is dedicated to providing timely, effective, and patient-centered emergency medical care. As call volumes increase and healthcare systems evolve, Greenville County seeks an independent, expert evaluation to ensure EMS is positioned for optimal performance, fiscal sustainability, and service quality.

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### 2.3. Contact Information

**Bob Brewer**

Procurement Director

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Suite N-2400

Greenville, SC 29601

Email: [rbrewer@greenvillecounty.org](mailto:rbrewer@greenvillecounty.org)

Phone: [\(864\) 467-7200](tel:(864)467-7200)

**Department:**

PROCUREMENT SERVICES

## 2.4. Timeline

|                                     |          |
|-------------------------------------|----------|
| <b>Question Submission Deadline</b> | Date TBD |
| <b>Proposal Submission Deadline</b> | Date TBD |
| <b>Review of Proposals</b>          | Date TBD |
| <b>Tentative Date of Award</b>      | Date TBD |
| <b>Contract Negotiations</b>        | Date TBD |
| <b>Issue Notice to Proceed</b>      | Date TBD |

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### 3. Scope of Work

#### 3.1. Greenville County Sheriff's Office

The selected consultant will be expected to perform the following tasks:

##### **a. Operational and Performance Analysis**

- Review current law enforcement operations, procedures, and departmental functions.
- Analyze key performance metrics including response times, clearance rates, case volumes, service coverage, and community engagement efforts.
- Identify inefficiencies, controls, redundancies, procedures and opportunities for improvement.
- Internal financial procedures including expenses, budget adherence, collection of public monies.
- Handling and control of property confiscation and funds.

##### **b. Staffing and Workload Assessment**

- Evaluate current staffing levels across all divisions (patrol, investigations, administration, etc.).
- Analyze workload distribution, call volumes, shift structures, and resource deployment strategies.
- Assess use of overtime and backfill staffing.
- Evaluate workforce management including scheduling, performance evaluations, performance improvement plans, absenteeism, probation procedures and employee early warning systems.

##### **c. Organizational Structure**

- Review the existing organizational structure including leadership, command hierarchy, and division responsibilities.
- Assess alignment of structure with operational and strategic goals.
- Identify potential gaps or overlaps in roles and responsibilities.

##### **d. Unit Hour Utilization (UHU)**

- Calculate Unit Hour Utilization to assess personnel and unit productivity.
- Benchmark UHU against industry standards and comparable agencies.
- Recommend sustainable UHU targets to optimize officer performance, safety, and community response effectiveness.

#### **e. Gap Analysis**

- Conduct a gap analysis between current operations and best practices in law enforcement management, staffing, performance monitoring, and accountability.
- Identify critical areas where GCSO diverges from standards or peer agency benchmarks.

#### **f. Benchmarking and Peer Comparison**

- Compare GCSO operations, performance, salaries and benefits with 3–5 law enforcement agencies in Southeastern counties with populations between 500,000 and 1,000,000.
- Evaluate similarities and differences in staffing models, call response protocols, budget allocations, organizational structures, and community outcomes.
- Utilize benchmarking data to inform recommendations and provide context for improvement.

#### **g. Recommendations and Strategic Planning**

- Provide prioritized, actionable recommendations to improve performance, organizational and staffing efficiencies, and resource management.
- Suggest short- and long-term strategies with estimated costs, potential implementation timelines, and performance indicators to track progress.

#### **h. Artificial Intelligence (AI)**

- Provide recommendations where AI can be used to improve any processes for better efficiency.

### **3.2. [Greenville County Emergency Medical Services](#)**

The selected consultant will perform a comprehensive assessment covering the following areas:

#### **a. Staffing Levels**

- Analyze current EMS staffing levels and shift structures.
- Evaluate alignment between staffing and service demand.
- Provide recommendations for optimal deployment and staffing models.

#### **b. Response Times**

- Review historical response time data by zone, time of day, and call type.
- Identify delays, coverage gaps, and opportunities for improved deployment strategies.

#### **c. Overtime Management**

- Analyze overtime usage, trends, policies, and cost impact.
- Recommend strategies to manage and reduce overtime while maintaining service levels.

#### **d. Dispatch Procedures**

- Assess current dispatch protocols, including call triage, prioritization, and technology systems.
- Evaluate integration with emergency communications and dispatch centers.

#### **e. Regulatory Compliance**

- Review compliance with applicable local, state, and federal EMS regulations and reporting requirements.

#### **f. Resource Maximization**

- Identify opportunities for improved utilization of ambulances, personnel, equipment, and technology.
- Recommend resource allocation strategies to improve system performance and efficiency.

#### **g. Unit Hour Utilization (UHU)**

- Calculate and analyze UHU to determine EMS unit productivity and workload.
- Compare Greenville County's UHU against industry standards and benchmarks.
- Provide guidance on maintaining sustainable UHU levels that balance efficiency with provider safety and patient care.

#### **h. Hospital Interfacing and Continuity of Care**

- Evaluate EMS-hospital coordination, patient hand-off processes, and offload times.
- Assess protocols for ensuring continuity of care and information sharing.
- Recommend best practices to improve inter-agency collaboration.

#### **i. Cost and Revenue Analysis**

- Analyze operational costs, billing practices, reimbursement rates, and revenue streams.
- Assess financial sustainability and cost-effectiveness of current service delivery.
- Provide recommendations for improving billing efficiency and increasing revenue capture.

#### **j. Organizational Structure**

- Review the EMS leadership structure, internal communication channels, and chain of command.
- Evaluate how the structure supports operational efficiency, employee engagement, and accountability.

#### **k. Benchmarking and Best Practices**

- Benchmark Greenville County EMS operations, performance, salaries and benefits against peer EMS agencies in communities with populations between 500,000 and 1,000,000.
- Identify and apply best practices in EMS operations, finance, staffing, and governance.

#### **l. Recommendations**

- Provide clear, actionable, and prioritized recommendations for each scope area.
- Include short-term and long-term strategies, estimated costs, potential funding opportunities, and implementation timelines.

#### **m. Artificial Intelligence (AI)**

- Provide recommendations where AI can be used to improve any processes for better efficiency.

### **3.3. [Deliverables](#)**

- A. Comprehensive written report detailing findings, data analysis, benchmarking data and recommendations for the agency(s).
- B. A gap analysis report outlining discrepancies with best practices and potential solutions.
- C. Unit Hour Utilization analysis report with calculations, interpretation and comparison to benchmarks.
- D. Executive summary and strategic recommendations suitable for public presentation or leadership briefing.
- E. Final presentation to County leadership including Q&A session.

## 4. Instructions to Offerors

### 4.1. Pre-Proposal Meeting

A Pre-Proposal meeting is not scheduled for this project.

### 4.2. Pricing

Responders shall provide a detailed cost proposal, including travel and incidental expenses for each department proposing. A final grand total shall be listed at the bottom of the cost proposal.

### 4.3. Bonding

Bonding will not be required for this project.

### 4.4. Statement of Qualifications

Vendor shall include the following with their response:

- A. Overview of company background.
- B. Corporate/individual qualifications and experiences, including resumes and certifications.
- C. List of at least three (3) references from recent clients including names, addresses, and telephone numbers of current or previous customers. Vendor should include any South Carolina governmental entity reference.
- D. Detailed approach and methodology for the assessment.
- E. Examples of similar completed projects involving EMS and Sheriff Offices.
- F. A proposed timeline with key milestones and deliverable.

### 4.5. Submission Procedures and Requirements

- A. All submissions must be received by TBD at TBD. Submissions will not be accepted after the deadline. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals. Information requested and not received at the time of submission may disqualify the submitted proposal.
- B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions. Facsimile transmittals, hard copies, emails or offers communicated by telephone will not be accepted or considered.
- C. Proposals shall be organized in the following manner with the subject headings and sequence indicated.
  1. Introduction
  2. Experience and Past Performance

3. Organization and Personnel
4. Proposed Solution(s)
5. References
6. Pricing, Hourly Rates and Other Fees
7. Other Information Requested

- D. License and Permits – The Contractor shall obtain all applicable licenses and permits, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

#### 4.6. Inquiries and Addenda

Offerors shall submit all inquiries regarding this RFP via the County's online procurement Portal, located at <https://procurement.opengov.com/portal/greenvillecounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the County's online procurement Portal. Offerors may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. 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.

Addenda Notification: This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Offerors are required to register for an account via the County's online procurement Portal hosted by OpenGov. Once you have completed the registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each proposer to periodically check the site for any addenda at <https://procurement.opengov.com/portal/greenvillecounty>. No addenda will be issued later than five (5) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Vendors shall acknowledge receipt of all addenda.

## 5. 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 Solicitation 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 a 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.

## 6. Insurance

### 6.1. Insurance Requirements

**The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

- A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to Greenville County. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.
- B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #TBD.
- 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:
  1. **Comprehensive General Liability:**
    - a. \$1,000,000 per occurrence - combined single limit /
    - b. \$2,000,000 general aggregate, to include products and completed operations.
  2. **Automobile Liability:**
    - a. \$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)
  3. **Statutory Worker's Compensation:**
    - a. Coverage A - State of SC

- b. Coverage B - Employers liability
  - i. \$1,000,000 Each Accident
  - ii. \$1,000,000 Disease, Per Employee
  - iii. \$1,000,000 Disease, Policy Limit
- c. **Policies shall contain a waiver of subrogation in favor of and/or that applies to Greenville County, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.**

**No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

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## 7. Evaluation Phases

The proposals will be evaluated on the following criteria. Greenville County reserves the right to interview responders or have demonstrations to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders or demonstrations. If interviews or demonstrations are needed, a second phase of the evaluation process may be implemented at the County's discretion.

### 7.1. Phase 1

| No. | Evaluation Criteria  | Scoring Method | Weight (Points)              |
|-----|--|----------------|------------------------------|
| 1.  | <b>Responsiveness to this RFP</b>                                | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |
| 2.  | <b>Cost</b>  | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |
| 3.  | <b>Previous Experience on Projects of Similar Scope and Size</b> | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |
| 4.  | <b>References</b>  | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |
| 5.  | <b>Methodology and Approach</b>                                  | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |
| 6.  | <b>Timeline</b>  | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |
| 7.  | <b>Project Team Qualifications and Experience</b>                | 0-5 Points     | 5<br><i>(14.3% of Total)</i> |

### 7.2. Phase 2

| No. | Evaluation Criteria | Scoring Method | Weight (Points)             |
|-----|---------------------|----------------|-----------------------------|
| 1.  | <b>Interviews</b>   | 0-5 Points     | 6<br><i>(100% of Total)</i> |

## 8. Terms and Conditions

### 8.1. 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.

### 8.2. Response Opening and Award:

Responses shall be publicly opened and only the names of the offerors disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. 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 response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Submissions will not be accepted after the deadline. There will be no exceptions. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

### 8.3. Rights Reserved by Greenville County:

Greenville County reserves the right to reject any and all responses, 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 response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

### 8.4. 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.

### 8.5. 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 response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.

### 8.6. References:

The County requires responders to list at least three (3) references including their company name, name of contact, address, telephone number, and email address of contact person with whom the responder has performed or provided similar work, service or product. The reference may be contacted to fill out a short questionnaire on the work with that company. If the reference does not complete the questionnaire by the time requested, the County may ask the responder to give an alternate reference.

The County asks that responders do not list County representatives or departments as a reference.

### 8.7. 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.

### 8.8. Rejection:

Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses 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.

### 8.9. Response Signature and Solicitation Alterations:

The responder shall sign the response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.

### 8.10. Specification Changes, Additions and Deletions:

Responders are required to register for an account via the County's online procurement Portal hosted by OpenGov. Once responder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each responder to periodically check the site for any addenda at

<https://procurement.opengov.com/portal/greenvillecounty>.

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.

### 8.11. Response Changes:

Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.

### 8.12. Response Price:

The price presented as a result of these specifications shall be for the contract period. The response 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 response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

### 8.13. 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 its employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

### 8.14. Tie Bids:

In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-305(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the County.

### 8.15. 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.

- A. For use of County's forces – actual cost involved.
- B. 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.

### 8.16. Evaluation Criteria:

The proposals will be evaluated using the criteria listed in the [Evaluation Phases](#) included in this RFP. Greenville County reserves the right to interview responders or ask for demonstrations to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders or demonstrations.

### 8.17. Quality:

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

### 8.18. Affirmative Action - Small, Disadvantaged and Minority Businesses (SDMB):

- A. Vendors submitting responses are encouraged to solicit small, disadvantaged and minority businesses participation in fulfilling their contract. Indicate in your response any SDMB 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.

### 8.19. 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.

### 8.20. Termination for Cause:

Any awarded 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.

### 8.21. 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.

### 8.22. Non-Appropriation:

Any contract entered into by the County resulting from this solicitation 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.

### 8.23. Incorporation of Proposal into Contract:

The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

### 8.24. S.C. Law Clause:

Upon award of contract under this response, 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 response, the responder 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.

### 8.25. 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.

### 8.26. 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.

### 8.27. 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.

#### **8.28. 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 responder 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 response 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.

#### **8.29. Minor Deviations:**

The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

#### **8.30. 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. Contractor shall keep 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.

#### **8.31. 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 response, is in essence assuring the County that the company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

#### **8.32. 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.

#### **8.33. 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.

#### 8.34. Sub-Contracting:

The contractor shall not subcontract any portion of this contract without proper written approval from the County.

#### 8.35. 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 response.

#### 8.36. 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.

#### 8.37. 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.

#### 8.38. 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 Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

#### 8.39. 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.

#### 8.40. Compliance With Prison Rape Elimination Act (PREA):

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of

allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor's failure to comply with the Act.

#### 8.41. Americans with Disabilities Act -

All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice's regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to (ADA.gov).

#### 8.42. Asbestos Management Plan:

Contractor, contractor's employees or any subcontractors will not introduce asbestos containing materials into any County of Greenville facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in County of Greenville facilities.

Failure by Contractor, Contractor's employees or any subcontractor to comply with the County of Greenville Asbestos Plan and / or any governing agency's regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. It is the responsibility of the contractor to:

- A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor's employees and subcontractors notification of ACM
- B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)
- C. Provide proper licenses, permits, and certifications
- D. Comply with all federal, state and local regulations
- E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary
- F. Provide a Safety Data Sheet (SDS) for all products installed in County Facilities.

## 9. Sample Contract

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.

A sample contract is attached for review in the Attachments Section. This sample consists of the County's minimum terms and conditions. Responders must review the solicitation for any other terms and conditions that may be added for this project, such as insurance requirements, payment schedule, contract term, etc. Any exceptions by the responder must be included with the uploaded response.

DRAFT

## 10. Vendor Questionnaire

### 10.1. 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.

Please confirm

\*Response required

### 10.2. S.C. Law Clause\*

Upon award of contract under this response, 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 response, the responder 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.

Please confirm

\*Response required

### 10.3. 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 response, is in essence assuring the County that the company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

Please confirm

\*Response required

#### 10.4. 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 response.

Please confirm

\*Response required

#### 10.5. Compliance With Prison Rape Elimination Act (PREA)\*

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor's failure to comply with the Act.

Please confirm

\*Response required

#### 10.6. County of Greenville Substitute W9 Form\*

Please upload your COG Substitute W-9 form found in the Attachments Section. Please complete all sections including the Services Provided section of the form. **The IRS W9 Form will not be accepted.**

\*Response required

#### 10.7. Response Upload\*

Vendors shall upload their proposal information for the RFP.

\*Response required

#### 10.8. Redacted Response

If your submission contains confidential information, please upload a redacted version here. It will be the sole discretion of the County to approve any redacted information.

#### 10.9. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation\*

Explanatory Note: The purpose of this question is to confirm the responder's or offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions, deviations or modifications to terms or conditions that are expressly requested in the following or that have been requested and approved prior to submission of the Offer. All exceptions,

deviations or modifications to the Solicitation, regardless of whether the County approved such items prior to submission of the Offer, must be clearly set forth in this question.

A response of "No" will mean the Offeror takes no exceptions or modifications to the terms and conditions of this solicitation.

A response of "Yes" will mean the Offeror takes exceptions or modifications to the terms and conditions of this solicitation. A response of "Yes" will open another question for any exceptions or modifications to be detailed.

- Yes
- No

\*Response required

When equals "Yes"

**10.9.1. *Details of any exceptions or modifications of the Terms and Conditions***

If there are any exceptions, deviations or modifications, please indicate those clearly by referencing the specific language.

If there are multiple exceptions, the Offeror may respond with "Please see details in response." These details must be included in the uploaded response.

(Note: Unacceptable exceptions shall remove the proposal from consideration for award. Greenville County Procurement Division shall be the sole judge on the acceptance of exceptions, deviations or modifications and the decision shall be final.)

## **10.10. References**

### **10.10.1. *References\****

The County requires responders to list at least three (3) references including their company name, name of contact, address, telephone number, and email address of contact person with whom the responder has performed or provided similar work, service or product. The reference may be contacted to fill out a short questionnaire on the work with that company. If the reference does not complete the questionnaire by the time requested, the County may ask the responder to give an alternate reference. The County may also ask for additional references if needed.

The County asks that responders do not list Greenville County representatives or departments as a reference.

References MUST be formatted as the following:

Contact Name

Contact email address

Contact Phone Number

Company Name, Address

Project Title of similar work, service or product

\*Response required

### 10.11. Small, Disadvantaged and Minority Businesses

Is your agency certified as a Small, Disadvantaged or Minority business? This is for monitoring purposes only. No special consideration will be offered unless specifically notated in the solicitation.

#### *10.11.1. Small, Disadvantaged, and Minority Business\**

Indicate yes or no if your agency is certified small, disadvantaged, or a minority business.

- Yes  
 No

\*Response required

When equals "Yes"

#### *10.11.2. Type of Certification(s)*

Indicate below or in your response any certifications held in areas of involvement for small, disadvantaged, or minority business. Certifications shall be uploaded in your response.

### 10.12. Authorized Contact Information

The following contact shall have the authority to submit the response to this solicitation, clarify any information needed, and will be the contact for any contract negotiations.

#### *10.12.1. Contact Information\**

Please identify an authorized contact for your response in the following format.

Full Name of Contact Person:

Title of Contact Person:

Contact Person Telephone Number:

Contact Person Email Address:

\*Response required

#### *10.12.2. Will this Contact be signing an Agreement if awarded?\**

- Yes  
 No

\*Response required

When equals "No"

*10.12.3. Please enter the name, title, email, and phone number of the person that will be signing an Agreement if awarded.\**

\*Response required