GREENVILLE COUNTY
GREEN LINE PEDESTRIAN BRIDGES
RFP #40-11/01/19

Sealed proposals from vendors to design, fabricate, and deliver three (3) prefabricated pedestrian bridges for the expansion of the Green Line of Prisma Health Swamp Rabbit Trail System, subject to the conditions and all provisions set forth herein and attached, will be received at this until 3:00 PM, EDT, NOVEMBER 1, 2019, then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

All questions concerning this RFP are to be submitted in writing to Carson Adkins, County of Greenville Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601; faxed to (864) 467-7304, or emailed to cadkins@greenvillecounty.org no later than 3:00 PM, EDT, OCTOBER 23, 2019.

PLEASE SUBMIT ONE (1) UNBOUND ORIGINAL AND THREE (3) COPIES.

PLEASE MARK YOUR ENVELOPE TO READ “RFP #40-11/01/19”

PROCUREMENT SERVICES DIVISION

By:  By:

Buyer                     Director
TABLE OF CONTENTS

INSTRUCTIONS TO RESPONDENTS ................. 1
SCHEDULE ............................................... 2
INTRODUCTION ........................................ 3
SCOPE OF WORK ...................................... 3
PRE-SOLICITATION MEETING ....................... 14
PRICING .................................................... 15
BONDING .................................................. 15
SUBMISSION PROCEDURES AND REQUIREMENTS ........................................ 15
STATEMENT OF QUALIFICATIONS .............. 15
INQUIRIES AND ADDENDA ......................... 16
GENERAL INFORMATION .......................... 16
INSURANCE ............................................. 17
EVALUATION CRITERIA .............................. 18
ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE ................................ 18
SAFETY, HEALTH, AND SECURITY ............ 19
SAMPLE CONTRACT ................................. 19
INSTRUCTIONS/TERMS AND CONDITIONS ........................................ 20

NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO MAY VOID YOUR RESPONSE.
INSTRUCTIONS TO RESPONDENTS

RFP #40-11/01/19 GREEN LINE PEDESTRIAN BRIDGES

1. Unless otherwise required, submit one (1) unbound original and THREE (3) bound copies of your response/proposal/bid.
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

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: ______________________ EMAIL: ______________________

TITLE: ______________________ PHONE: ______________________

PHONE: ______________________ FAX: ______________________
GREEN LINE PEDESTRIAN BRIDGES
RFP #40-11/01/19

SCHEDULE

October 23, 2019

All Questions must be submitted in writing to Carson Adkins, Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601 by 3:00 PM, E.D.T.

November 1, 2019

Proposals must be delivered to Greenville County’s Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601, no later than 3:00 PM, E.D.T.

November 1 – November 8, 2019

Review of Proposals*

November 8, 2019

Tentative Date of Award*

November 8 – November 22, 2019

Contract Negotiations*

November 22, 2019

Issue Notice to Proceed*

* All dates after opening are tentative.
REQUEST FOR PROPOSALS
GREEN LINE PEDESTRIAN BRIDGES
RFP #40-11/01/19

I. Introduction

The County of Greenville seeks proposals from vendors to design, fabricate, and deliver three (3) prefabricated pedestrian bridges for the expansion of the Green Line of Prisma Health Swamp Rabbit Trail System.

II. Scope of Work

These specifications are for three (3) fully engineered prefabricated bridges and shall be regarded as minimum standards for design and construction. Refer to the preliminary plans in Exhibit B for the proposed layout. The approach spans are designed by others and will consist of precast concrete beams. Substructures and foundations will be designed by others. The bridge manufacturer will design the appropriate bearings and anchor bolts for each prefabricated bridge and shall coordinate closely with the County’s engineer for the project. Prefabricated bridges will be utilized for the main spans over the following roadways:

<table>
<thead>
<tr>
<th>Roadway Crossing</th>
<th>Span Length</th>
<th>Skew</th>
<th>Clear Roadway Width</th>
<th>Maximum Structure Depth*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurens Rd</td>
<td>160 ft</td>
<td>None</td>
<td>12 ft</td>
<td>3 ft</td>
</tr>
<tr>
<td>Haywood Rd</td>
<td>116 ft</td>
<td>None</td>
<td>12 ft</td>
<td>3 ft</td>
</tr>
<tr>
<td>Verdae Blvd</td>
<td>135 ft</td>
<td>None</td>
<td>12 ft</td>
<td>3 ft</td>
</tr>
</tbody>
</table>

*Structure depth is defined as the distance from the top of concrete deck to the lowest member of the bridge.

Part 1 - Materials

1.1) Unpainted Weathering Steel

Bridges which are not to be painted shall be fabricated from high strength, low alloy, and atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, ASTM A242, or ASTM A606 plate and structural steel shapes. Steel
shall have a minimum yield strength of 50ksi. The minimum corrosion index of atmospheric corrosion resistant. The first 5 feet of each bridge end shall be coated for moisture protection at the joints and to discourage discoloration of the concrete piers and abutments.

1.2)  **Bolts**

Field splices shall be fully bolted with ASTM A325 high strength bolts in accordance with the AASHTO Specifications for Structural Joints. Type 3 hardware shall be used for weathering steel bridge. Galvanized hardware shall be used for painted or galvanized finishes.

1.3)  **Concrete Deck**

The bridge shall be furnished with a stay-in place galvanized steel form deck suitable for pouring a reinforced concrete slab. The form deck shall be designed to carry the dead load of the wet concrete, weight of form decking, plus a construction load of 20 psf or a 150 pound concentrated load on a 1'-0" wide section of deck.

The form deck shall be either smooth or composite. Composite decking shall not be used as reinforcing when designing for concentrated loads (wheel loads). The decking shall be galvanized in accordance with ASTM A525 (G60) Concrete deck design shall be performed by the Bridge manufacturer.

Concrete decks shall be designed for concentrated load as specified in Section 4.1.3. The wheel loads used for deck design shall be distributed per AASHTO LRFD Bridge Design Specifications.

**Part 2 - Applicable Codes and Standards**

2.1)  **Governing Codes and Standards**


2.2)  **Reference Codes and Standards**

- AASHTO LRFD Bridge Design Specifications, latest edition
- AISC Part 16.1-2010Specification for Structural Steel Buildings
Part 3 - General Design Features

3.1) Span

The bridge spans shall be in accordance with Table 1: Bridge Geometry. The span shall be a straight line dimension measured from each end of the bridge structure.

3.2) Width

The bridge width shall be in accordance with Table 1: Bridge Geometry. The width shall be the clear width to structural members or accoutrements to the structure as measured at deck level.

3.3) Truss Style

The bridge shall be designed to conform with the 48-inch railings at the bridge approaches, measured from the top of the riding surface. All vertical members, unless specified otherwise, shall be plumb.

3.3.1) The distance from the top of the deck to the top and bottom truss members shall be determined by the bridge fabricator based upon structural and/or shipping requirements.

3.4) Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

3.5) Deck

Decking shall be concrete, in accordance with section 1.3 of this document.
3.6) **Attachments**

3.7.1) **Safety Rails**  Horizontal safety rails shall be placed on the structure up to a minimum height of forty-eight inches (48”) above the deck surfaces. Safety rail geometry shall meet the requirements of ASHTO LRFD Bridge Design Specifications Section 13.8.1. Safety rails shall have their ends sealed and ground smooth so as to produce no sharp edges.

3.7.2) **Toe plate**  The bridge shall be supplied with a toe plate mounted to the inside face of both trusses. The toe plate shall be welded to the truss members at a height adequate to provide no more than a two inch (2”) gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher.

3.7) **Camber and Roadway Profile**

The bridge shall have a vertical camber dimension equal to one hundred percent (100%) of the full dead load deflection in addition to the vertical curvature shown in the provided profile drawings.

**Part 4 - Engineering**

Structural design of the bridge shall be performed by or under the direct supervision of a professional engineer licensed within the project state, and in accordance with recognized engineering practices and principles.

4.1) **Design Loads**

In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required, nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.

4.1.1) **Dead Loads**

The bridge structure shall be designed considering its own dead load (superstructure and original decking). An additional load of 10% shall be applied to the superstructure dead load to account for future signage and lighting.

4.1.2) **Live Load**

The bridge shall be designed for the maximum of the following live loads, in accordance with AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.
a. **Pedestrian Live Load**

a. Main supporting members, including girders, trusses and arches shall be designed for a pedestrian live load of ninety pounds (90lbs) per square foot of bridge walkway area. The pedestrian live load shall be applied to those areas of the walkway so as to produce maximum stress in the member being designed. Pedestrian live loads shall NOT be reduced.

b. Secondary members such as bridge decks and supporting floor systems, including secondary stringers, floor beams, and their connections to main supporting members shall be designed for a live load of ninety pounds (90lbs) per square foot, with no reduction allowed.

b. **Vehicle Load** The bridge superstructure, floor system, and decking shall be designed for a single H-10 vehicle, in accordance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and shall be placed so as to produce the maximum stress in each member being analyzed. Critical stresses shall be calculated assuming there is only one (1) vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load shall not be allowed. A vehicle impact allowance shall not be required.

4.1.3) **Wind Load**

i. **Horizontal Forces** The bridge shall be designed for a wind load as specified by AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, latest edition. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The wind load shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams, and their connections.

ii. **Overturning Forces** The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be twenty pounds (20lbs) per square foot of deck.

4.1.4) **Top Chord Railing Loads**

The top chord, truss verticals, and floor beams shall be designed for lateral wind loads, per Engineering – Horizontal Forces, herein and for any loads required to provide top chord
stability as outlined in Engineering – Top Chord Stability herein. In no case shall the load be less than fifty pounds (50lbs) per lineal foot or a two hundred pound (200lb) point load, whichever produces greater stresses, applied in any direction at any point along the top chord, or at the top of the safety system (48” above the deck level) if higher than the top chord.

4.1.5) Safety Rails

The safety rail system shall be designed for all infill loading of two hundred pounds (200 lbs) applied horizontally at right angles, to a one (1) square foot area at any point in the system.

4.2) Design Limitations

4.2.1) Deflection

i. Vertical Deflection The vertical deflection of the main trusses due to service pedestrian Live Load shall not exceed one three-sixtieth (1/360) of the span.

The vertical deflection of cantilever spans of the structure due to service pedestrian Live Load shall not exceed one three-sixtieth (1/360) of the cantilever arm length.

The deflection of the floor beams due to service pedestrian Live Load shall not exceed one three-sixtieth (1/360) of its span.

The deflection of the deck and stringers due to service pedestrian Live Load or Vehicle Load shall not exceed one thousandth (1/1000) of their respective spans.

The service pedestrian Live Load shall NOT be reduced for deflection checks.

ii. Horizontal Deflection The horizontal deflection of the structure due to lateral wind loads shall not exceed one three-sixtieth (1/360) of the span.

4.2.2) Vibration

The fundamental frequency of the unloaded pedestrian bridge shall be no less than 3.0 Hz to avoid the first harmonic.
4.2.3) Minimum Thickness of Metal

The minimum thickness of all structural steel members shall be three-sixteenths of an inch (3/16”) nominal and be in accordance with the AISC Manual of Steel Constructions “Standard Mill Practice Guidelines”. For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America, Hollow Structural Sections, “Dimensions and Section Properties”.

4.3) Analysis

4.3.1) Load Combinations

The loads listed herein shall adhere to AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, Section 3.7. The foundation engineer will determine any additional loads (i.e. earth pressure, stream force on abutments, wind loads other than those applied perpendicular to the long axis of the bridge, etc.) and load combinations required for design of the substructures.

4.3.2) Frequency

Frequency analysis shall be completed to determine that the bridge frame is sufficient to avoid resonance due to frequencies likely encountered under normal use for the following load combinations and in accordance with section

4.3.3) Top Chord Stability

The top chord of a half-through truss shall be considered as a column with elastic lateral supports at the panel points

4.3.4) Welded Tubular Connections

All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code.

When outside the “validity range” defined in these design guidelines, the following limit states or failure modes shall be checked:

- Chord Wall Plastification
- Shear Yielding (Punching)
- Local Yielding of Chord Sidewalls
- Local Crippling of Chord Sidewalls
• Local Yielding of Branch Due to Uneven Load Distribution

All tubular joints shall be plain unstiffened joints and fabricated without the use of reinforcing plates, except as follows:

Floor beams hung beneath the lower chord of the structure may be constructed with or without stiffener (or gusset) plates, as required by design.

Floor beams which frame directly into the truss verticals (H-Section bridges) may be designed with or without end stiffening plates as required by design.

Where chords, end floor beams and in high profiles the top end struts weld to the end verticals, the end verticals (or connections) may require stiffening to transfer the forces from these members into the end vertical.

Truss vertical to chord connections.

4.3.5) Bolted Splices

Bolted splice design shall be in accordance with Section 6.13 of the “AASHTO LRFD Bridge Design Specifications, latest edition, shipped and erected. Splices across the width of the bridge (in floor beams and wind braces) may be used, when necessary, to keep the overall structure width within reasonable limits for shipping.

Part 5 - Welding

5.1) Welding

Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 “Structural Welding Code”, 2015 Edition. Filler metal shall comply with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process). For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall comply with AWS D1.1, Section 3.7.3.

5.2) Welders

Each welder shall be a properly accredited operator, and shall:

5.2.1) submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal,

5.2.2) have a minimum of six (6) months experience in welding tubular structures and
5.2.3) have demonstrated the ability to make uniform sound welds of the type required.

Part 6 - Submittals

6.1) Submittal Drawings

Schematic drawings and diagrams shall be submitted to the Client for their review after receipt of order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge(s) being fabricated. All relative design information such as member size, material specification, bridge reactions, dimensions, general notes, and required critical welds shall be clearly shown on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer registered in the state of South Carolina. A stamped electronic soft copy shall be provided. Hard copies may be provided at no additional costs.

At minimum the following criteria must be included for approval:

- All Relevant Bridge Dimensions
- Bridge Cross sections
- Sufficient Detailing
- Member Cross sections
- General Notes indicating material specifications
- Weld Details
- Detail of Bolted Splices (if applicable)
- Signature and Seal of PE licensed in accordance with this specification
- Camber Details

6.2) Structural Calculations

Structural Calculations for the bridge superstructure shall be submitted by the bridge manufacturer. All calculations shall be signed and sealed by a Professional Engineer licensed within the project state. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. A stamped electronic soft copy shall be provided. Hard copies may be provided at no additional costs.

At minimum the following criteria must be included for approval:

- Applied loads and conditions for all load combinations
- All resistance checks for axial, bending, and shear in each critical member type (i.e. top chord, bottom chord, vertical, floor beam, etc.)
- Truss and Floor Deflection Checks
• FEA Boundary Conditions
• FEA Data Input
• FEA Results and Supplementary Calculations for all Stress & Deflection Analyses
• FEA Results for Frequency Analysis
• U-Frame Stiffness Checks
• Bolted Splice Connections (if applicable)
• Bearing Plate Analysis
• Critical weld connection check for each truss member type (i.e. vertical, diagonal, floor beam, etc.)
• Welded Tubular Connections (see section 4.3.4 of this document for design check requirements)
• Bridge Reactions
• Expansion and Contraction Requirements and/or Induced Loads

Part 7 - Fabrication

7.1) General Requirements

7.1.1) Drain Holes

When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.

7.1.2) Bolt Holes

Unless otherwise specified, standard holes shall be used in high-strength bolted connections. Oversize holes may be used for slip-critical connections. They shall not be used in bearing-type connections. Cut, drill, mechanically thermal cut, or punch bolt holes perpendicular to metal surfaces. Do not enlarge bolt holes by burning.

7.1.3) Bearing Holes/Slots

Cut, drill, mechanically thermal cut, or punch bearing holes/slots perpendicular to steel surfaces.
Part 8 - Finishing

8.1) Blast Cleaning

8.1.1) All Blast Cleaning shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

8.1.2) To aid in providing a uniformly “weathered” appearance, all exposed surfaces of a weathering steel bridge shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition.

8.1.3) Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structures. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

8.1.4) All finishing shall be completed in manufacturer’s shop prior to shipping.

Part 9 - Bearing Devices

9.1) Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad. The bridge bearing plate which is welded to the bridge structure shall bear on this setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

9.2) Bridges in excess of 100 feet in length or bridges with dead load reactions of 15,000 pounds or more (at each bearing location) shall have Teflon on Teflon or stainless steel on Teflon slide bearings placed between the bridge bearing plate and the setting plate. The top slide plate shall be large enough to cover the lower Teflon slide surface at both temperature extremes.

Part 10 - Foundations

10.1) The owner shall procure all necessary information about the site and soil conditions. Soil tests shall be procured by the owner. The bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the anchor bolt dimensions and embedment shall be the responsibility of the bridge manufacturer.
10.2) Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer in accordance with the proposed schedule.

**Part 11 - Delivery and Erection**

11.1) Bridges will be delivered by truck to a location nearest to the site accessible by roads. Hauling permits and freight charges are the responsibility of the manufacturer.

11.2) The bridge manufacturer will be solely responsible for the off-loading of the bridge structure on site. Necessary equipment for off-loading of the bridge structures shall be the responsibility of the bridge manufacturer.

11.3) The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

**Part 12 – Schedule**

The following schedule summarizes the design submittal and delivery requirements for the project:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Due Date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Preliminary Plans, Support Reactions, and Calculations</td>
<td>8 weeks</td>
</tr>
<tr>
<td>Provide Final Construction Plans, Support Reactions, and Calculations</td>
<td>16 weeks</td>
</tr>
<tr>
<td>Delivery of Bridges to Project Site (estimated)</td>
<td>26 weeks</td>
</tr>
</tbody>
</table>

*Due date starting from date of contract execution

**III. Pre-Proposal Meeting**

There are no meetings scheduled for this project.
IV. Pricing

Responders shall list all associated costs and fees for services to perform the proposed scope of work. The County of Greenville County will not consider per-diem payments. All expenses shall be inclusive with associated costs, fees to be included in the total price. Submit on a separate sheet any exceptions taken, special condition and other factors that may affect the evaluation of this proposal.

V. Bonding

Bonding is not required for this project.

VI. Submission Procedures and Requirements

A. All submissions must be received by **3:00 PM, EDT, NOVEMBER 1, 2019**, 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.

B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and THREE (3) copies of their response to the address listed. To ensure acceptance of the response, the solicitation (RFI/RFQ/IFB/Proposal) number should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone or email will not be accepted or considered.

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

VII. Statement of Qualifications

Vendors shall provide a Statement of Qualifications that includes the following:

A. Overview of company background.
B. Staffing or organizational chart showing staff that will be used for this project. Vendors must commit to having at least one team member at any and all public meetings regarding design, fabrication, schedule, or cost.
C. Corporate/individual qualifications and experiences, including certifications.
D. Current resume(s) for individuals(s) assigned to this project. Vendors must not have not been terminated for cause or currently in default on any public works contract.
E. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.
VIII. Inquiries and Addenda

A. Questions – All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Carson Adkins, Procurement Services Division, to the address listed below, no later than 3:00 PM, EDT, OCTOBER 23, 2019. Please refer all questions in writing about this request for proposals and project to:

County of Greenville
Carson Adkins
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7387
Fax: (864) 467-7304
E-mail: cadkins@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.

A. 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 THREE (3) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Vendors shall acknowledge receipt of all addenda with their Bid.

IX. 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 THREE (3) 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.

X. **Insurance**

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

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP #40-11/01/19.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**
Coverage A - State of SC  
Coverage B - Employer's liability  
$1,000,000 Each Accident  
$1,000,000 Disease, Per Employee  
$1,000,000 Disease, Policy Limit

**Professional Services Errors and Omissions Liability Insurance:**
Coverage must be written for no less than the following limits:  
$1,000,000 per occurrence  
$2,000,000 general aggregate

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

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.

**XI. Evaluation Criteria**

All bids submitted and accepted in accordance with this RFP will be evaluated on the score sheet (Page 19) based on the following criteria, which are in no particular order:

- Responsiveness to RFP  
- Experience with Projects of Similar Scope and Size  
- Commissary selection/variety, quality and pricing of proposed Commissary Items  
- References  
- Proposed Schedule  
- Aesthetics and Design

**XII. 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.

XIII. **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.

XIV. **Sample Contract**

A Sample Contract is included for review.
REQUEST FOR PROPOSALS
GREEN LINE PEDESTRIAN BRIDGES
RFP #40-11/01/19

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **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. Responses, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, 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 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.

3. **Responders Qualification:** Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder’s ability to provide the products or services requested herein.

4. **Responders Responsibility:** Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this 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.

5. **References:** The County requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. **Waiver:** The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection:** Greenville County reserves the right to reject any 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. **Response Signature and Solicitation Alterations:** The responder shall sign his 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.

9. **Questions:** Questions shall be submitted by email to the assigned buyer listed in the solicitation or in writing to Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 by the date listed on the schedule.

10. **Bid Bond:** If required per solicitation, bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier’s or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

11. **Return of Bid Bond:** If required per solicitation and after bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.

12. **Performance and Payment Bond:** If required per solicitation, the successful bidder, within fifteen (15) working days after acceptance of the bidder’s offer by the County, shall furnish a satisfactory performance and payment bonds in the amount of the total bid price. The performance and payment bonds must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bonds in said period of fifteen (15) working days after acceptance of the bidder’s offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bonds will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and
shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder’s failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bonds will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** If bonding is required per the solicitation, the bonding company must have an agent available to meet with County officials to clarify and explain the County’s responsibility in maintaining the integrity of the bond.

14. **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.

15. **Number of Response Copies:** Please submit One Unbound Original and THREE (3) Bound Copies of your response.

16. **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.

17. **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.

18. **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.

19. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-308(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.

20. **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.

21. **Evaluation Criteria:**
The responses will be evaluated on the following criteria utilizing the score sheet included in this solicitation. Greenville County reserves the right to interview responders to this solicitation at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to RFP
- Experience with Projects of Similar Scope and Size
- Commissary selection/variety, quality and pricing of proposed Commissary Items
- References
- Proposed Schedule
- Aesthetics and Design

22. **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.

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

   a) MBE/WBE – Vendors submitting responses are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

   b) The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **Indemnification**: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

33. **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 sheet(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.

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

35. **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.

36. **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 his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

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

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP #41-01/08/19.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies.

   **Comprehensive General Liability:**
   1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

   **Automobile Liability:**
   $1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

   **Statutory Worker's Compensation:**
   Coverage A - State of SC
   Coverage B - Employers liability
   $1,000,000 Each Accident
   $1,000,000 Disease, Per Employee
   $1,000,000 Disease, Policy Limit

   **Professional Services Errors and Omissions Liability Insurance:**
   Coverage must be written for no less than the following limits:
   $1,000,000 per occurrence
$2,000,000 general aggregate

Waiver of Subrogation
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

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.

38. 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.

39. 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.

40. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.

41. 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.

42. 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.

43. 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.

44. **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.

45. **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.

46. **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.

47. **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).

48. **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.
VENDOR: ___________________________           DATE: __________

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Maximum Points 60

Total Score __________

Notes:
SERVICES AGREEMENT
GREEN LINE PEDESTRIAN BRIDGES

This AGREEMENT is made and entered into on this _____ day of __________, 2018, by and between the COUNTY OF GREENVILLE, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 (“County”), and ______________________________, located at ______________________________ (“Contractor”).

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect for thirty (30) days, unless extended by the County. The County may elect to extend the contract by providing notice to the Contractor at least ten (10) days prior to the termination date.

2. SCOPE OF SERVICES. County has employed Contractor to design, fabricate, and deliver three (3) prefabricated pedestrian bridges for the expansion of the Green Line of Prisma Health Swamp Rabbit Trail System.

   These services to be provided by Contractor are set forth more fully in County Request for Proposals (“RFP”) #40-11/01/19 and in Contractor’s Response, received _______________ to County RFP #40-11/01/19, attached hereto and incorporated herein by reference.

3. PRICE. County agrees to pay Contractor a total sum not to exceed ______________________ dollars ($XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members
of the profession with Contractor’s experience and qualifications currently providing similar services.

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

7. NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in
performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

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

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance, except Worker’s Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#40-11/01/19.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.
E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

**Professional Services Errors and Omissions Liability Insurance:**
Coverage must be written for no less than the following limits:
$1,000,000 per occurrence
$2,000,000 general aggregate

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

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
10. **INDEMNIFICATION.** Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. **RIGHT OF ENTRY.** The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. **SAFETY, HEALTH, AND SECURITY.** Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish
accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor’s professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor’s failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor...
agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.

15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor’s recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor’s rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:
Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

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

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

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

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

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

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #40-11/01/19 and Contractor’s Response to County RFP #40-11/01/19 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 #40-11/01/19;
D. Addenda to County RFP #40-11/01/19.
E. County RFP #40-11/01/19.

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

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.
23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

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

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

___________________________By:

___________________________Its:

COUNTY OF GREENVILLE

By: ____________________________

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

By: ____________________________

Joseph M. Kernell
County Administrator

ATTEST: ______________________

Regina McCaskill
Clerk to Council
EXHIBIT A: CONCEPTUAL BRIDGE
EXHIBIT B: PRELIMINARY BRIDGE CROSSING PLANS
PRELIMINARY
NOT FOR CONSTRUCTION