GREENVILLE COUNTY
MOBILE DATA TERMINALS LEASE
RFP #81-04/03/20

GREENVILLE COUNTY IS SEEKING SEALED PROPOSALS FROM VENDORS TO PROVIDE A MOBILE DATA TERMINALS LEASE, subject to the conditions and all provisions set forth herein and attached. Proposals will be received at this location until **3:00 PM, EDT, APRIL 3, 2020**, 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 Katherine Hawthorne, County of Greenville Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601; faxed to (864) 467-7304, or emailed to khawthorne@greenvillecounty.org no later than **3:00 PM, EDT, MARCH 25, 2019**.

Please furnish us with **one (1) original** and **twelve (12) copies** of your proposal.

Please mark your envelope to read “**RFP #81-04/03/20**”

PROCUREMENT SERVICES DIVISION

By: _________________________ By: _________________________

Buyer Director
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**NOTE:** PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO MAY VOID YOUR BID
INSTRUCTIONS TO RESPONDENTS
RFP #81-04/03/20 MOBILE DATA TERMINALS LEASE

1. Unless otherwise required, submit one (1) unbound copy and twelve (12) bound copies for each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

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

RFI/RFQ/IFB/PROPOSAL

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: ___________________________
FAX: ___________________________
All Questions must be submitted in writing to Katherine Hawthorne, Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601 by 3:00 PM, EDT.

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, EDT.

Review of Proposals*

Tentative Date of Award*

Contract Negotiations*

Issue Notice to Proceed*

* All dates after opening are tentative.
I. Introduction

Greenville County is seeking to replace current Mobile Data Terminals (MDTs) in vehicles from the Greenville County Sheriff’s Office (GCSO), Emergency Medical Services Department (GCEMS), Greenville County Coroner’s Office, and Greenville County Vehicle Service Center. The County seeks to establish a lease agreement to facilitate the acquisition of MDTs, related equipment and software.

The awarded Lessor(s) shall be the manufacturer or a fully authorized dealer/distributor for all equipment. The Lessor must be able to provide service, timely deliveries, and installations.

II. Scope of Work

A. The Lessor is expected to furnish computer equipment and related hardware, software, services and support as required by the County. All products offered under a resulting Agreement shall be new, unused, and currently available. Remanufactured or refurbished products are not acceptable, unless authorized by the County. Greenville County reserves the right to add or remove items during the contract period.

B. Listed below are minimum specifications per department.

1. Greenville County Emergency Medical Services Department

   a. Hardware
      - (50) Panasonic Toughbook CF-33 – i7-7600U, Model #CF-33LE-12VM
      - WIN 10 Pro, Intel Core i7-7600u 2.80GHZ, Vpro
      - 12.0” QHD Gloved Multi-Touch+Digitizer
      - 512GB SSD, 16GB RAM
      - INTEL WIFI a/b/g/n/ac
      - TPM 2.0, Bluetooth, Optional 4G LTE Multi Carrier (EM7511 Band 14 & EM7455), Optional GPS
      - Dual Pass (Upper:WWAN/Lower:dGPS)
      - Infrared Webcam, 8MP Cam
      - Contactless Smartcard
      - 2D Bar Laser (N6603)
• Emissive Backlit Keyboard
• Rotating Hand Strap
• Panasonic Premium Keyboard with Docking Connectivity, Docking Port Interface, and compatibility with Table or Notebook
• Laptop 2-in-1 Vehicle Dock with power supply and ability to secure a detachable keyboard
• Rotating Hand Strap for CF-33

b. Software
• Licensing as required
• Year 4 & 5 Public Safety Service bundle add on

c. Installation
• Docking Station Swap Out
• Power adapter

2. Greenville County Sheriff’s Office

a. Hardware
Vendor shall quote both options for the Sheriff’s Office as listed below.

**Touch WiFi Only**
- (300) Panasonic Toughbook CF-55 – i5-7300U, Model # FZ-55CA701VM
- WIN 10 Pro, Intel Core I7-8665U 1.90GHZ, Vpro
- 14.0” FHD 1000 NIT Gloved Multi-Touch Screen
- 512GB SSD, 16GB RAM
- INTEL WIFI, Bluetooth
- TPM 2.0
- Infrared Webcam
- Emissive Backlit Keyboard
- Panasonic Premium Keyboard with Docking Connectivity, Docking Port Interface, and compatibility with Table or Notebook
- Laptop 2-in-1 Vehicle Dock with power supply and ability to secure a detachable keyboard

**Touch 4G LTE**
- (300) Panasonic Toughbook CF-55 – i5-7300U, Model # FZ-55CA60CVM
- WIN 10 Pro, Intel Core I7-8665U 1.90GHZ, Vpro
- 14.0” FHD 1000 NIT Gloved Multi-Touch Screen
- 512GB SSD, 16GB RAM
- INTEL WIFI, Bluetooth
- TPM 2.0
b. Software
- Microsoft volume License Agreement
- Crossmatch DigitalPersona Face Authentication
- DigitalPersona Logon for Windows
- DigitalPersona Premium M&S
- Licensing as required
- Year 4 Public Safety Service bundle add on

c. Installation
- Docking Station Swap Out
- Power adapter
- DigitalPersona Premium, Implementation, Installation and Training
- Installation of Third Party software

3. Coroner’s Office

a. Hardware
- (2) Touch WiFi Only Panasonic Toughbook CF-55 – i5-7300U, Model # FZ-55CA701VM
- WIN 10 Pro, Intel Core I7-8665U 1.90GHZ, Vpro
- 14.0” FHD 1000 NIT Gloved Multi-Touch Screen
- 512GB SSD, 16GB RAM
- INTEL WIFI, Bluetooth
- TPM 2.0
- Infrared Webcam
- Emissive Backlit Keyboard
- Panasonic Premium Keyboard with Docking Connectivity, Docking Port Interface, and compatibility with Table or Notebook
- Laptop 2-in-1 Vehicle Dock with power supply and ability to secure a detachable keyboard
b. Software
   • Licensing as required
   • Year 4 & 5 Public Safety Service bundle add on

c. Installation
   • Docking Station Swap Out
   • Power adapter

4. Greenville County Vehicle Service Center

a. Hardware
   • (5) Panasonic Toughbook CF-33 – i7-7600U, Model #CF-33LE-12VM
   • WIN 10 Pro, Intel Core i7-7600u 2.80GHZ, Vpro
   • 12.0” QHD Gloved Multi-Touch+Digitizer
   • 512GB SSD, 16GB RAM
   • INTEL WIFI a/b/g/n/ac
   • TPM 2.0, Bluetooth, Optional 4G LTE Multi Carrier (EM7511 Band 14 & EM7455), Optional GPS
   • Dual Pass (Upper:WWAN/Lower:dGPS)
   • Infrared Webcam, 8MP Cam
   • Contactless Smartcard
   • 2D Bar Laser (N6603)
   • Emissive Backlit Keyboard
   • Rotating Hand Strap
   • Panasonic Premium Keyboard with Docking Connectivity, Docking Port Interface, and compatibility with Table or Notebook
   • Laptop 2-in-1 Vehicle Dock with power supply and ability to secure a detachable keyboard
   • Rotating Hand Strap for CF-33

b. Software
   • Licensing as required
   • Year 4 & 5 Public Safety Service bundle add on

c. Installation
   • Docking Station Swap Out
   • Power adapter
III. **Submittal Requirements**

The Lessor shall submit the following:

1. Specifications of hardware and software proposed
2. Technical requirements
3. Schedule for installation
4. Repair policy – warranty/County damage
5. Availability of spare equipment during repair
6. Replacement program including end of life replacements, if needed, and outdated equipment
7. Imaging and deployment services
8. Lease options including a sample lease agreement for County review
9. Costs shall be all inclusive

IV. **Pre-Proposal Meeting**

No meetings are scheduled.

V. **Pricing**

Pricing shall be listed on vendors standard format breaking out each item or service with a grand total listed at the bottom. A unit cost per vehicle shall be all inclusive with MDT, software, and docking station equipment.

VI. **Bonding**

No bonding is required for this project.

VII. **Submission Procedures and Requirements**

A. All submissions must be received by **3:00 PM, EDT, APRIL 3, 2020**, 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. 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.
VIII. **Statement of Qualifications**

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

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

IX. **Inquiries and Addenda**

A. Questions – All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Katherine Hawthorne, Procurement Services Division, to the address listed below, no later than **3:00 PM, EDT, MARCH 25, 2020**. Please refer all questions in writing about this Request for Proposals and project to:

   County of Greenville  
   Katherine Hawthorne  
   Procurement Services Division  
   301 University Ridge, Suite 100  
   Greenville, South Carolina 29601-3665  
   Phone: (864) 467-7203  
   Fax: (864) 467-7304  
   E-mail: khawthorne@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 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 IFB. Vendors shall acknowledge receipt of all addenda with their Proposal.
X. **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 IFB, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of 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.

XI. **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 warter f 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 #81-04/03/20.

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

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.
XII. Evaluation Criteria

The proposals will be evaluated on the following criteria utilizing the score sheet included (Page 27) in this RFP. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this RFP
- Cost
- References
- Previous experience on projects of similar scope and size
- Specifications
- Lease agreement terms and conditions
- Replacement programs
- Schedule
- Additional charges

XIII. 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.

XIV. 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.

XV. Sample Contract/Lease Terms

Responders may supply a lease agreement for County review. The lease terms below must be included in the lease agreement.

Term of Program: 36 or 48 months with option to renew for same term

Term of Leases: 36 or 48 months as requested by the Lessee when requesting financing.

Lease Structure: Each Lease will permit the Lessee the option to purchase the Equipment for $1.00 at the end of the Lease Term. It is intended that each Lease is a financing and not a lease for federal income tax purposes and under the Uniform Commercial Code as in effect in the State (the “UCC”). Lessor must make its own analysis as to the legal, tax and accounting effects of the Lease structure. As the Leases are intended to be financings for federal income tax purposes, current South Carolina law would exempt the Equipment from property taxes, and the Lessees will not indemnify the Lessors as to, or agree to pay such taxes.

No Lease will constitute “debt” for State constitutional purposes. Each Lease will contain a non-appropriation clause, providing that the Lessee may absolutely and without any further obligation whatsoever terminate the Lease at the end of any fiscal year if the Lessee does not receive sufficient appropriated funds from the applicable
authority to continue the Lease Term beyond such year. All obligations of Lessee will be subject to the non-appropriation clause, whether or not stated in this Term Sheet. The Lessee will use reasonable best efforts to provide at least 30 days prior notice of such non-appropriation, but failure to provide such notice will not result in any liability or loss of the right to terminate. There will be no language prohibiting or limiting Lessee’s right to acquire similar equipment after termination and no undertaking to appropriate funds.

Rent:

Each Lease will state the monthly rent payable, which will be a fixed rate. As specified in any commitment letter or proposal provided by Lessor, Rent will be calculated by amortizing the Equipment cost ratably over 36 or 48 months, with an interest rate (the “Interest Rate”) which shall equal (1) the stated yield for Interest Rate Swaps having a term equal to the term of such Lease Agreement as reported by the Federal Reserve on a weekly average basis for the week preceding the date the Interest Rate is established, and as published in the last publication of the Federal Reserve Statistical Release H.15 (http://www.federalreserve.gov/Releases/H15/update/) under the heading “Interest Rate Swaps” (the “Index Rate”), plus (2) the Spread set forth in Exhibit B of the Master Agreement.

It is intended that the principal portion of the rentals, if fully paid for the entire Lease Term, will fully amortize the Equipment Cost payable by the Lessor, including reasonable agreed soft costs for transportation, installation and other customary costs but excluding Lessor overhead (a “Full Payout Lease”).

Installation:

All costs of delivery and installation will be capitalized and amortized as part of rentals. No Lease Term as to any Equipment will commence before Lessee accepts such Equipment after inspection. Any desired testing and any payment to a vendor in advance of such acceptance is at Lessor’s risk.

End of Term Options:

Lessor will notify each Lessee in writing, with copies to Lessee, not less than 90 nor more than 180 days before
the end of any Lease Term stating that the Lease is about to expire and that Lessee must exercise one of its options within 60 days before the expiration of the Lease Term or be required to purchase the Equipment as provided in the Lease.

At the end of the Lease Term of each Lease, if all rentals have been paid and any default (if any) cured, the Lessee, at its option, may:

- (a) Return the Equipment to the Lessor by de-installing, and removing or allowing Lessor access to remove the Equipment, with all removal and delivery to be at Lessee’s expense; or

- (b) Purchase any or all Equipment leased under any Lease, for a fixed purchase price of $1.00 per Lease, actually payable if invoiced by Lessor prior to the end of the Lease Term.

**Title to Equipment:** During each Lease Term, title to the equipment (excluding software) shall remain in the Lessee upon the receipt and Lessor payment of equipment. It is intended that each Lease shall be a financing and not a lease for legal, tax and account purposes. Each Lessor must make its own analysis as to the Legal, Tax and Accounting effects of the Lease structure.

**Conditions to Funding:** Standard closing conditions will be set forth in the Master Agreement.

**Indemnities:** Lessee will not agree to indemnify Lessor against any third party claim, including patent infringement and injuries caused by operation of the Equipment. Lessee will carry liability insurance coverage naming Lessor as loss payee.

**Federal Income Tax** Lessee will not represent that the rentals, or any portion of them, qualifies for federal income tax exempt treatment.

**Vendor Warranty:** The Agreement will provide that Lessee’s obligation to pay rent will not be subject to setoff due to non-performance
of the Equipment. The Agreement will provide that the Lessor will permit the vendor’s modification or replacement of the Equipment. If the vendor agreement provides the vendor with the option to make a cash settlement, the Agreement will permit the payoff of the Lease by Lessee’s exercise of the Early Termination Option provided below and the payment of the Termination Value (as defined below). Lessor will assist Lessee in ensuring that any such payment from the vendor will be in an amount sufficient to pay the Termination Value. The Lessee will provide each of its vendors with language to be added to each vendor contract to require this payment.

**Casualty:** If the Equipment suffers damage, Lessee will, at its own expense (or under a vendor warranty, as provided above) effect repairs. If the Equipment is lost, stolen or destroyed, Lessee will notify Lessor and, at its option, either:

- replace the Equipment with similar equipment, or
- within 90 days after such event, pay to Lessor an amount (the “Termination Value”) equal to all amounts outstanding under the Lease as of the date of payment, together with the present value of all future rentals under the Lease through the date of the expiration of the Lease Term, discounted to present value at the Interest Rate, plus 1% of the total payment, representing Lessor’s break costs and make-whole premium. Lessor will furnish the Lessee with calculations showing how Termination Value will be calculated and certifying the method used.

**Documentation:** The Lessee and Lessor will agree to the form of Agreement, Lease Schedule and supporting documents, which will be on industry-standard forms, subject to this Term Sheet. The documents will include standard events of default, giving the Lessee a 10-day grace period for late payments and a 30-day grace period (or long if diligent procedures are being taken), in each case after notice.
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 Twelve (12) 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 7-305(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.

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.

   a) Responsiveness to this RFP
   b) Cost
   c) References
   d) Previous experience on projects of similar scope and size
   e) Specifications
f) Lease agreement terms and conditions  
g) Replacement programs  
h) Schedule  
i) Additional charges  

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 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.

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 wavier 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 #81-04/03/20.

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
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 SDS 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.
GREENVILLE COUNTY
MOBILE DATA TERMINALS LEASE
RFP #81-04/03/20
SCORE SHEET

VENDOR: ________________________________  DATE: ________________

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Maximum Points 45

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Notes: