LAND RECORD MANAGEMENT SYSTEM

RFP 22012

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/greenvillecounty

Robert Brewer, CPPO, CPPB
Procurement Services Division Director
I. Public Notice
II. Introduction
III. Scope of Work
IV. Instructions to Offerors
V. General Information
VI. Insurance
VII. Evaluation Phases
VIII. Terms and Conditions
IX. Vendor Questionnaire

Attachments:

A - Sample Contract RFP#22012 Land Record Management System
1. PUBLIC NOTICE

Greenville County is soliciting sealed electronic proposals in response to LAND RECORD MANAGEMENT SYSTEM, subject to the conditions and all provisions set forth herein and attached. Sealed proposals will be received through the County’s online procurement portal located at https://secure.procurenow.com/portal/greenvillecounty until Tuesday, October 26, 2021, 3:00 pm, then publicly opened. The service must be furnished as described and specified herein and submitted to Greenville County.

All inquiries regarding this proposal shall be submitted via the County’s online procurement Portal, located at https://secure.procurenow.com/portal/greenvillecounty. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the County’s online procurement Portal. Offerors may also click “Follow” on this proposal to receive an email notification when answers are posted. It is the responsibility of the Offeror to check the website for answers to inquiries no later than Friday, October 15, 2021, 5:00 pm EDT.
2. INTRODUCTION

2.1. Summary

The County of Greenville is accepting sealed proposals from vendors to provide Land Record Management System for the Register of Deeds Office, subject to the conditions and provisions set forth herein and attached, until 3:00 PM, EDT, OCTOBER 26, 2021, then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

2.2. Contact Information

Jackie Brown  
Buyer  
301 University Ridge, Suite 100  
Greenville, SC 29601  
Email: jaqbrown@greenvillecounty.org  
Phone: (864) 467-7204

Department: REGISTER OF DEEDS

2.3. Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
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<tbody>
<tr>
<td>Release Project Date</td>
<td>October 8, 2021</td>
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<tr>
<td>Pre-Proposal Meeting (Non-Mandatory)</td>
<td>October 14, 2021, 10:00am</td>
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|                                       | Greenville County Procurement Services is inviting you to a scheduled Zoom meeting.  
|                                       | Join Zoom Meeting  
|                                       | https://us02web.zoom.us/j/81679360473  
|                                       | Meeting ID: 816 7936 0473     |
| Question Submission Deadline         | October 15, 2021, 5:00pm     |
| Proposal Submission Deadline         | October 26, 2021, 3:00pm     |
| Review of Proposals                  | October 26 - November 5, 2021|
| Tentative Date of Award              | November 5, 2021             |
| Contract Negotiations                | November 5 - November 19, 2021|
| Issue Notice to Proceed | November 19, 2021 |
3. **SCOPE OF WORK**

3.1. **Introduction**

The County of Greenville is seeking proposals from vendors to provide Land Record Management System for the Greenville County Register of Deeds Office.

The Register of Deed's Office desires a solution that meets the following specifications:

**A. Software Modules**

1. Recording Document Reception
   - Ability to label or stamp documents on deeds, the label/stamp must contact “Exempt”, if exempt from Transfer Tax.
   - Ability to create and track Rejection Letters and images of Rejected Documents
   - Ability to create Issue Letters

2. eRecording
   - Ability to integrate with all current and Third-Party Vendors including Simplifile, Ingeo, Indecomm and eRecording Partners Network.
   - Willingness to add multiple e-recording vendors.

3. Indexing/Verification
   - Ability to perform Blind-Key Verifications.

4. Auto-Indexing

5. Auto-Redaction

6. Scanning
   - Scanners and Related Hardware must be non-proprietary and not model-specific.
   - Ability to perform basic image manipulation including adjust brightness, rotate, ad/delete pages, and redaction.
   - Ability to perform Image Quality Check as a separate step.

7. Cashiering
   - Must support cash, check, credit card, escrow account, journal entry, and ACH Transactions.

8. Accounting
   - Ability to adjust receipts
   - Ability to manage customer accounts
• Ability to issue refunds
• Ability for (all) submitters to print receipts online.

9. Backfiling
• Must be able to import Multi-Page TIF Images.

10. Export
• Ability to convert images to microfilm format
• Ability to post images and index data to FTP Server

11. Internal Search
• Should provide access to all images and index
• Ability to email and download images

12. Public/Web Search
• Should provide access to all images and index
• Must support all major browsers, including but not limited to Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome, and Safari.
• Ability to download images
• Public training video must be available via youtube on the external search function of the system

A toll free technical support number must be available to the end use customers (public search).

13. Reporting

14. System Administration
• Ability to manage workflow, users, devices, fees, document types, customers and configure various system options.
• System must be designed to support a unified queue system.
• System must include a self-service kiosk to allow customer to record with little or no county employee assistance.

B. Software Installation and Integrations
1. Must be compatible with Windows 10
2. Must use a Microsoft Database
3. Able to run in a Virtual Environment
4. Provide client and server hardware specifications
5. Provide database type and version

C. Data and Image Conversion

D. Travel and Training

E. Support and Upgrades
1. One Year Maintenance should be included in purchase price with an option for Multi-Year Maintenance.
2. Support and Maintenance to include system fixes and upgrades, customer support center the Eastern Time Zone, and Onsite Support

F. Other Requirements
1. The product demonstration must concern software only; no company background or sales pitch shall be permitted. Demonstrations will be stopped if this requirement is not met. The Company Overview and Experience shall be provided in the proposal.
2. A separate demo workstation containing the Public/Web Search Module must be provided for Public Users to evaluate.
3. The system must have the ability to interface with the Tax Assessor, General Ledger and Finance Systems.
4. Special Considerations will be given to systems that can also provide the following:
   - eCertification
   - Fraud Notification
   - Land Fraud Prevention Notifications
   - Internal/External Support
   - Automated process for Bulk Data Sales
   - Passport Office Financial/Reports/Application Process
   - GIS Integration

G. Hardware Requirements

Vendors must identify all hardware requirements including Server Requirements and provide specifications for review and approval by County’s Information Systems Manager. Preference may be given to product that required a limited server footprint.
4. **INSTRUCTIONS TO OFFERORS**

4.1. **Pre-Proposal Meeting**

A Non-Mandatory Pre-Proposal meeting will be held at the date and time specified in the Timeline. A site visit is not required.

4.2. **Pricing**

Vendors shall include pricing for the following:

A. All options, modules, and add-ons available with a description of each

B. Costs associated with future interface development and/or updates

C. Costs associated with database copying or production throughout implementation and go-live

D. Bids must include a 5 year cost that include maintenance

E. Costs for any other services needed for this project

F. Bidders must be willing to accept payment over a two year time period to coincide with the established Greenville County FY budget.

G. The annual cost (maintenance) will NEVER increase more than 2.5% per year

4.3. **Statement of Qualifications**

Vendor shall include the following with their response:

A. Overview of company background.

B. Statement by the contractor of his/her understanding of the services desired.

C. Copy of Coverage of Insurance.

D. List of at least five (5) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference. Ideally, one of the references should currently be live with version of software being offered in this bid.

E. Vendors must provide sample implementation timeline/project plan.

4.4. **Submission Procedures and Requirements**

A. All submissions must be received by Tuesday, October 26, 2021 at 3:00 pm. Submissions will not be accepted after the deadline. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.
B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions. Facsimile transmittals, hard copies or offers communicated by telephone will not be accepted or considered.

C. Proposals shall be organized in the following manner with the subject headings and sequence indicated.

1. Introduction
2. Experience and Past Performance
3. Organization and Personnel
4. Proposed Solution(s) – Based on Descriptive Services (To include Proposed Schedule and Scope of Work/Task List)
5. References
6. Pricing, Hourly Rates and Other Fees

D. 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.

4.5. Inquiries and Addenda

Offerors shall submit all inquiries regarding this bid via the County’s online procurement Portal, located at https://secure.procurenow.com/portal/greenvillecounty. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the County’s online procurement Portal. Offerors may also click “Follow” on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

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

A.  Proprietary Information – The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

B.  Errors and Omissions – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C.  Withdrawal of Proposal – An official representative of a Responder may withdraw a Responder’s response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D.  Non-Endorsement – If the County awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville’s endorsement of the successful Responder’s services.
6. INSURANCE

6.1. Insurance Requirements

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

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

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

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP 22012.

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

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

1. **Comprehensive General Liability:**
   a. $50,000,000 per occurrence - combined single limit /
   b. $2,000,000 general aggregate, to include products and completed operations.

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

3. **Statutory Worker’s Compensation:**
   a. Coverage A - State of SC
b. Coverage B - Employers liability
   i. $1,000,000 Each Accident
   ii. $1,000,000 Disease, Per Employee
   iii. $1,000,000 Disease, Policy Limit

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

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

The proposals will be evaluated on the following criteria. Greenville County reserves the right to interview responders or have demonstrations to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders or demonstrations.

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Criteria</th>
<th>Scoring Method</th>
<th>Weight (Points)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Responsiveness to this RFP</td>
<td>0-5 Points</td>
<td>5</td>
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<td></td>
<td></td>
<td>(16.7% of Total)</td>
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<td>2.</td>
<td>Experience with Project of Similar Scope and Size</td>
<td>0-5 Points</td>
<td>5</td>
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<td></td>
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<td></td>
<td>(16.7% of Total)</td>
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<td>3.</td>
<td>Cost</td>
<td>0-5 Points</td>
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<td>(16.7% of Total)</td>
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<td>4.</td>
<td>References</td>
<td>0-5 Points</td>
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<td>(16.7% of Total)</td>
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<td>5.</td>
<td>Detailed customer and technical support and services</td>
<td>0-5 Points</td>
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<td>(16.7% of Total)</td>
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<td>6.</td>
<td>Technical Specifications</td>
<td>0-5 Points</td>
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8. TERMS AND CONDITIONS

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

8.2. Response Opening and Award:
Responses shall be publicly opened and only the names of the offerors disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. Award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County’s best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Submissions will not be accepted after the deadline. There will be no exceptions. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

8.3. Rights Reserved by Greenville County:
Greenville County reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

8.4. Responders Qualification:
Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder’s ability to provide the products or services requested herein.
8.5. **Responders Responsibility:**
Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.

8.6. **References:**
The County requires responders to list at least three (3) references, 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.

8.7. **Waiver:**
The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

8.8. **Rejection:**
Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8.9. **Response Signature and Solicitation Alterations:**
The responder shall sign 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.

8.10. **Specification Changes, Additions and Deletions:**
Responders are required to register for an account via the County’s online procurement Portal hosted by ProcureNow. Once responder has completed registration, you will receive addenda notifications to your email by clicking “Follow” on this project. Ultimately, it is sole responsibility of each responder to periodically check the site for any addenda at [https://secure.procurenow.com/portal/greenvillecounty](https://secure.procurenow.com/portal/greenvillecounty)

The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.

8.11. **Response Changes:**
Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.
8.12. **Response Price:**

The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

8.13. **Federal, State and Local Laws:**

The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

8.14. **Tie Bids:**

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

8.15. **Deduction and Holdbacks:**

In addition to the County’s right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor’s failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County’s employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County’s intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

   A. For use of County’s forces – actual cost involved.
   B. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

8.16. **Evaluation Criteria:**

The proposals will be evaluated on the following criteria utilizing the Evaluation Phases included in this RFP. Greenville County reserves the right to interview responders or ask for demonstrations to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of
responders or demonstrations.

8.17. **Quality:**

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

8.18. **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.

8.19. **Default:**

In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor’s performance bond, if any, and/or by suit against vendor.

8.20. **Termination for Cause:**

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

8.21. **Termination for Convenience:**

Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

8.22. **Non-Appropriation:**

Any contract entered into by the County resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

8.23. **Incorporation of Proposal into Contract:**

The terms, conditions, and specifications of this proposal and the selected firm’s response are to be incorporated, in total, into the contract.
8.24. **S.C. Law Clause:**

Upon award of contract under this response, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

8.25. **Illegal Immigration Reform Act Compliance:**

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

8.26. **Assignment Clause:**

Successful responder will be required to give the County ninety (90) days’ notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

8.27. **Indemnification:**

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.
8.28. **Deviations from Specifications:**

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

8.29. **Minor Deviations:**

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

8.30. **Contractor License Requirement:**

The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. 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.

8.31. **Conflict of Interest Statement:**

The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

8.32. **Contracts:**

The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor’s contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

8.33. **Contractor Liability:**

The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney’s fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
8.34. **Sub-Contracting:**

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

8.35. **Non-Collusion:**

The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

8.36. **Prohibition of Gratuities:**

Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

8.37. **Publicity Releases:**

Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County’s name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

8.38. **Public Record:**

The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

8.39. **Precedence:**

In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

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

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor’s failure to comply with the Act.
8.41. **Americans with Disabilities Act** -
All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice's regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to (ADA.gov).

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

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

A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor’s employees and subcontractors notification of ACM

B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)

C. Provide proper licenses, permits, and certifications

D. Comply with all federal, state and local regulations

E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary

F. Provide a Safety Data Sheet (SDS) for all products installed in County Facilities.
9. **VENDOR QUESTIONNAIRE**

9.1. **Illegal Immigration Reform Act Compliance***

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

☐ Please confirm

*Response required

9.2. **S.C. Law Clause***

Upon award of contract under this response, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

☐ Please confirm

*Response required

9.3. **Conflict of Interest Statement***

The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
☐ Please confirm
*Response required

9.4. **Non-Collusion***

The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

☐ Please confirm
*Response required

9.5. **Compliance With Prison Rape Elimination Act (PREA)**

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

☐ Please confirm
*Response required

9.6. **W-9***

Please upload your W-9 here

*Response required

9.7. **Sample Contract**

If you have a sample contract you would like reviewed by the County please upload here

9.8. **Acknowledgement and Acceptance of Terms and Conditions of the Solicitation**

9.8.1. **Acknowledgement and Acceptance of Terms and Conditions of the Solicitation***

Explanatory Note: The purpose of this question is to confirm the responder’s or offeror’s acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions, deviations or modifications to terms or conditions that are expressly requested in the following or that have been requested and approved prior to submission of the Offer. All exceptions,
deviations or modifications to the Solicitation, regardless of whether the County approved such items prior to submission of the Offer, must be clearly set forth in these questions.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional question following hereto. As used in this question, “terms and conditions of Solicitation” means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including all sections of this RFP.

☐ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Greenville County Procurement Division shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

*Response required

9.8.2. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation*

If you requests any exceptions, deviations or modifications, please indicate your exceptions/deviations clearly. Reference the specific language that you are taking exceptions/deviations to.

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

If no exceptions, deviations or modifications are being requested please indicate with a N/A

*Response required

9.9. Instructions to Respondents

Respondents are required to read and confirm the following questions

9.9.1. Instructions*

A. Responders shall answer all questions.

B. Proposals, amendments may be received up to but not later than Tuesday, October 26, 2021, 3:00 pm via the County’s online procurement Portal. The County’s online procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. Greenville County strongly recommends completing your response well ahead of the deadline
C. Proposal may be withdrawn prior to the submission due date and time, a new submission can be submitted up to the proposal due date and time.

D. Quote prices on units specified with packing included.

E. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.

F. If specifications or descriptive papers are submitted with Proposals, enter respondents name thereon.

G. If the article bid upon has a trade name or brand, show same in the proposal.

H. When required, furnish samples, free of expense, prior to opening of 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.

I. Show delivery time required after order is received (see below).

☐ Please confirm

*Response required

9.9.2. Conditions*

A. The County Agency or Institution submitting this notice reserves the right to reject any and all Proposals, and to waive all technicalities.

B. Unit prices will govern over extended prices, unless otherwise stated in notice.

C. 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.

D. 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.

E. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.

F. 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.

G. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.

H. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
I. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

☐ Please confirm

*Response required

9.9.3. Offer and Agrees*

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this 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,

☐ Yes

☐ No

*Response required

9.9.4. Discount*

Discount will be allowed as follows: 30 calendar days __________ %

Example: 5

*Response required

9.10. 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.

9.10.1. Reference #1*

Please identify your first reference in the following format:

Company Name:

Full Name of Contact Person:

Company Address:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required

9.10.2. Reference # 2*

Please identify your second reference in the following format:

Company Name:
Full Name of Contact Person:

Company Address:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required

9.10.3. Reference # 3*

Please identify your third reference in the following format:

Company Name:

Full Name of Contact Person:

Company Address:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required

9.11. MBE/WBE

Is your agency MBE/WBE

9.11.1. MBE/WBE*

Indicate yes or no if your agency is a Minority Owned Business Enterprise or Woman Owned Business Enterprise

☐ Yes

☐ No

*Response required

9.11.2. MBE/WBE areas of involvement for monitoring purposes.*

Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

*Response required