



REQUEST FOR PROPOSALS NO. 03-21/22

**NEW EQUIPMENT – DIGITAL RADIO OVER INTERNET PROTOCOL
COMMUNICATION SYSTEM**

Proposal Due Date & Opening: Wed., March 23, 2022 at 2:00 pm

TABLE OF CONTENTS

A. ADVERTISEMENT.....	1
B. BACKGROUND INFORMATION.....	2
I. Background.....	2
II. Project Overview.....	2
C. INSTRUCTIONS TO PROPOSERS.....	3
I. General.....	3
II. Submitting a Proposal.....	3
III. Examination of RFP Document.....	3
IV. Questions/Addenda.....	4
V. Non-Collusion.....	4
VI. Opening/Reading of Names.....	4
VII. Licenses.....	5
VIII. Payment Information.....	5
IX. Payment Terms.....	5
X. Evaluation and Award	5
XI. Contract Award.....	6
XII. Independent Contractor Status.....	6
XIII. Liability Coverage.....	6
XIV. Termination.....	7
XV. Disadvantages, Small, Minority and Women Owned Businesses (DME/SBE/MBE/WBE).....	7
XVI. Grievance.....	7
XVII. Freedom of Information Statement.....	7
XVIII. Legal/Litigation Statement.....	7
D. Scope of Work.....	8-9
E. RFP Response Requirements.....	9
F. Required Forms.....	10-13
G. Sample Contract Forms.....	14-21

A. ADVERTISEMENT

Chesterfield County is seeking proposals for new equipment for a digital radio over internet protocol (RoIP) communications system. Chesterfield County's goal with this RFP is to convert all analog equipment to digital radio over internet protocol.

Information regarding this Request for Proposals (RFP) can be obtained by visiting the County's website, <https://www.chesterfieldcountysc.com/proposalListings>.

Proposals will be received at the Office of the County Administrator, 178 Mill Street, Chesterfield, South Carolina, 29709, until 2:00 pm local time, as indicated by personal timepiece of the County Administrator, on Wednesday, March 23, 2022

The sealed proposals will then be opened on the afternoon of Wednesday, March 23, 2022. Unofficial results/Reading of Names will be made publicly available on the County's website within an estimated time of twenty-four (24) hours after the established closing date and time.

Proposals must be clearly marked, "Proposal No. 03-21/22 – New Equipment digital radio over internet protocol." Proposers shall submit an original of their proposal. Proposers mailing proposals should allow enough delivery time to ensure timely receipt of their proposal. The responsibility for ensuring delivery of the proposal to Chesterfield County on or before the specified time and date is solely and strictly the responsibility of the proposer. Any proposals received later than the submission deadline will not be **accepted/considered**. Electronic proposals will not be accepted. Chesterfield County will in no way be responsible for delays caused by any occurrence.

Contact Information for this Project

Clay Kerns, Asst. Emergency Preparedness Director

ckerns@chesterfieldcountysc.com

B. BACKGROUND INFORMATION

I. Background:

Chesterfield County is located on the border of North Carolina and South Carolina line and is 40 miles south of Charlotte, NC. With approximately 300 miles in circumference, Chesterfield County is the third largest County in the State of South Carolina in area.

II. Project Overview:

Chesterfield County is soliciting proposals from licensed contractors to furnish, install, and optimize new equipment for a digital radio over internet protocol (RoIP) communications system. New digital system must be compatible with, and not cause interference to, existing Fire and EMS radio systems sharing the same network equipment. These sites provide the communications for all of Chesterfield County's public safety entities. The site locations are listed below:

- **Site A** – 264 Price Circle, Chesterfield, SC 29709 (240 foot tower)
- **Site B** – 410 Jefferson Landfill Road, Jefferson, SC 29718
- **Site C** – 121 South 6th Street, McBee, SC 29101
- **Site D** – 1218 Auction Barn Road, Cheraw, SC 29520
- **Site E** – 5714 Brocks Mill Road, Cheraw, SC 29520
- **Site F** – 109 Scotch Road, Chesterfield, SC 29709
- **Site G** – 203 Watson Street, Chesterfield, SC 29709
- **Site H** – 319 Goodale Road, Chesterfield, SC 29709

END OF SECTION

C. INSTRUCTIONS TO PROPOSERS

I. General:

This solicitation will be conducted in accordance with Chesterfield County Procurement Policy.

Chesterfield County hereby notifies all those responding to the RFP that, in accordance with provisions of Civil Rights Act of 1964 (Chapter 21, Title 42 of the U.S. Code) and Regulation promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to make submittal in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. Submitting a Proposal

Proposals must be clearly marked, "Proposal No. 03-21/22 – New Equipment digital radio over internet protocol". Proposers shall submit an original of their proposal. Proposers mailing proposals should allow enough delivery time to ensure timely receipt of their proposal. The responsibility for ensuring delivery of the proposal to Chesterfield County on or before the specified time and date is solely and strictly the responsibility of the proposer. Any proposals received later than the submission deadline will not be accepted/considered.

The only acceptable means of submitting a proposal in reference to this this RFP is via mail or in person. Therefore, no email, fax, telephone, or text proposal submittals will be accepted.

Proposals must contain the requested information and be submitted in the format as shown in this RFP. Proposals may be rejected for any omissions, alteration of form, additions not called, conditional offers, or any irregularities of any kind.

Proposers should include all required forms, and all specification and descriptive documents to be considered, at the time of submittal.

All information shall be entered in ink or typewritten.

The County, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the county.

III. Examination of RFP Document:

All official documents, as published by Chesterfield County Government, should be downloaded from Chesterfield County's website and reviewed prior to submission of a proposal, unless otherwise indicated. Failure to comply with all requirements, as listed in the RFP, may result in the proposal being rejected as non-responsive.

Prior to submitting proposals, each proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the requirements thereof and notify the County of all conflicts, errors or discrepancies.

The proposal shall remain firm for no less than one hundred-twenty (120) calendars days for the date established for receipt of proposal submissions (RFP closing due date and time).

By submission of a proposal, the proposer guarantees that all services offered meet the requirements of the solicitation.

IV. Questions/Addenda:

All questions must be submitted via email. Please email all questions to ckerns@chesterfieldcountysc.com prior to Wednesday, March 16, 2022 at 2:00 p.m., local time.

All question and revisions will be provided on Chesterfield County's website located at <https://www.chesterfieldcountysc.com/proposalListings> in the form of addendum. If it becomes necessary to revise any part of this solicitation, an addendum will be published. It shall be the proposer's responsibility to ensure he/she has all addenda which have been issued by visiting Chesterfield County's website listed above.

All addenda form a part of the documents for this project and modify, amend, clarify, and add to the original documents as described above. By submitting a proposal, proposers acknowledge receipt and inclusion of the effects of the addenda.

Any information obtained outside of the procurement processes is non-binding and shall not be used in the response of this solicitation.

Potential and actual proposers are not permitted to contact Chesterfield County employees outside of the Finance Department during the procurement process. Potential and actual proposers are not permitted to contact any consultants contracted by the County to assist with efforts related, directly or indirectly, to the procurement process.

V. Non-Collusion

By submitting a proposal, the party making the proposal certifies that it is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to submit a sham proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement of collusion, or communication or conference, with any person to fix the submittal of affiant or any other proposer or to fix any overhead, profit or cost element of said proposal or of that of any other proposer or to secure any advantage against owner or any person interested in the proposed contract; and that all statements in said proposal are true; and further, that such proposer has not directly or indirectly submitted this RFP, or the contents thereof, or divulged information or data relative there to any association or any member or agent thereof.

VI. Opening/Reading of Names

Unofficial Results / Reading of Names will be made publicly available on the County's website within an estimated time of twenty four (24) hours after the established closing date and time.

VII. Licenses

All proposers must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina including Section 40-11-200, when applicable. **The proposer's company does not need to be based in South Carolina, but must be authorized and licensed to do business in the state of South Carolina and specifically Chesterfield County, if awarded a contract.** *The successful proposer must have all appropriate license(s) prior to contract execution, unless otherwise stipulated by law.* Proposers that fail to comply with this requirement may subject their Statement of Qualifications to being rejected as non-responsive. Proposers are required to submit copies of their licenses with their bids. If a proposer doesn't supply their licenses the proposal will be voided. Required licenses/certifications are listed below:

Training & Certification Requirements:

- Bosch/Telex RolP Certified
- Motorola R56- Trained Site Installation Technician
- FCC General Radiotelephone Operator License

Electronic Technicians Association (ETA International) Certifications:

- Certified Microwave Radio Technician
- Certified Wireless Communications Technician
- Computer Service Technician

VIII. Payment Information

Chesterfield County Government is required to pay sales tax. Chesterfield County tax rate is eight percent (8%).

IX. Payment Terms

Payment terms are net thirty (30) calendar days upon receipt of correct invoice.

X. Evaluation and Award

Chesterfield County reserves the right to reject any or all proposals and further reserves the right to waive technicalities and formalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interests of the County. The County shall be the sole judge as to whether proposals submitted meet all requirements contained in this RFP.

Chesterfield County may elect to award to one proposer, or make multiple awards, as deemed in the County's best interests.

This RFP does not commit Chesterfield County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods of services listed herein. Costs associated with proposal preparation, oral interviews, and/or presentations shall be the sole responsibility of the proposer. Chesterfield County will not reimburse costs associated with interviews or presentations.

XI. Contract Award

Whether or not discussion or negotiations are held, contract award will be made to the proposer whose proposal is deemed most advantageous to the County, considering all evaluations factors. Chesterfield County shall be the sole judge of the determination; therefore, contract award may be made to other than the lowest priced proposer. A copy of the firm's proposal may be attached to the contract; however, in the event of any ambiguity with any attachments, the County's contract and Procurement Policy will prevail.

XII. Independent Contractor Status

The contractor shall not, by entering into a contract, become a servant, agent, or employee of Chesterfield County, but shall remain at all times an independent contractor of the County. The contract resulting from this RFP shall not be deemed to create any joint venture, partnership, or common enterprise between the contractor and Chesterfield County, and the rights and obligations of the parties shall not be other than as expressly set forth in said contract.

XIII. Liability Coverage

The successful proposer shall provide proof of all required insurance(s), including worker's compensation, premises, liability and general liability. Worker's compensation shall include a minimum limit of \$1,000,000 per accident and commercial general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and vehicles, used in premises/operations. Professional Liability insurance shall be provided with minimum liability limits of \$5,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection.

Contractor represents that it has purchased and agrees that it will keep in force, for the duration of the performance of the work, or for such longer term as may be required by this Agreement, in a company or companies lawfully authorized to do business in the State of South Carolina, such insurance as will protect professional/general liability and the County from claims for loss or injury which might arise out of, or result from, contractor's operations under this project, whether such operations be contractor or by subcontractor or it subcontractors. Contractor represents and agrees that such insurance is written for and shall be maintained in an amount not less than the limits of the liability specified in the Contract Documents or required by law, whichever coverage is greater. Contractor certifies that coverage written on a "claims-made" form will be maintained without interruption from commencement of work until the expiration of all applicable statutes of limitation. This provision can be satisfied either by a policy term that would remain effective through the expiration of all applicable statutes of limitations, or the purchase of satisfactory tail coverage at the expiration of the initial policy term. In the event the tail option coverage is chosen by contractor, County will retain sums sufficient to obtain such tail coverage and/or not disburse any retainage amounts until proof of satisfactory tail coverage is provided.

Chesterfield County shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance. Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The County must be provided thirty (30) days' written notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

XIV. Termination

Chesterfield County and contractor shall have the right, upon sixty (60) calendar days' written notice, to terminate this contract for cause or convenience.

XV. Disadvantaged, Small, Minority and Women Owned Businesses (DME/SBE/MBE/WBE)

Proposers must identify if they currently possess a certification from State of South Carolina DME Program.

XVI. Grievance

Any actual or prospective proposer, who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knew or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements.

XVII. Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Law of South Carolina (1976, as amended) (The South Carolina Freedom of Information Act), with the exception that commercial or financial information obtained in response to the RFP which is privileged and confidential if so designated by the proposer shall be protected from disclosure as permitted by law. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

XVIII. Legal / Litigation Statement

Disclose any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than employment issues or contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your proposal.

END OF SECTION

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D. SCOPE OF WORK

Chesterfield County is soliciting proposals from licensed contractors to furnish, install, and optimize new equipment for a digital radio over internet protocol (RoIP) communications system. New digital system must be compatible with, and not cause interference to, existing Fire and EMS radio systems sharing the same network equipment. These sites provide the communications for all of Chesterfield County's public safety entities. The site locations are listed below:

- **Site A** – 264 Price Circle, Chesterfield, SC 29709 (240 foot tower)
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RFP consists of the following:

- FCC UHF 7K60FXW repeater licensing of Sites A – D. FCC 11 GHz microwave link licensing of Site D and Site E. All frequency coordination and licensing expense shall be paid by the vendor. Install newly licensed UHF radio frequencies, along with current version Motorola HKVN4154 RoIP firmware and software, in seventy-five (75) portable radios. Install newly licensed UHF radio frequencies in seventy-five (75) mobile radios.
- At Sites A – H furnish, install, and optimize new equipment for a digital radio over internet protocol (RoIP) communications system. New digital system must be compatible with, and not cause interference to, existing Fire and EMS radio systems sharing the same network equipment.
- At Sites A, B, C, and D: One (1) Motorola SLR8000 UHF 100-watt repeater with duplexer, preselector, external circulator, wireline option, coaxial jumper cables, and Motorola PMLN7478AS equipment rack mounting hardware. One (1) APC model BR1350MS sine wave battery backup UPS and surge protector. One (1) Bosch/Telex IP-224 radio gateway with DMR capability and radio interface cable. One (1) 19" equipment rack shelf with mounting hardware. One (1) Data Comm model XT-hEX encrypted Ethernet tunnel.
- At Site A: One (1) Motorola XPR5550E UHF control station with 120 VAC power supply. One (1) Bosch/Telex IP-224 radio gateway with DMR capability and radio interface cable. One (1) Bosch/Telex IP-224 single unit 19" rack mounting assembly.

- At Site B: One (1) internet connection with full duplex operation. Installation cost shall be paid by the vendor. One (1) Sensaphone model WEB600 remote site monitor for generator on/off, building access, and temperature status. One (1) each Sensaphone FGD-0006 and FGD-0100 sensor, and 19" equipment rack shelf with mounting hardware. One (1) 24-port network switch.
- At Site D: One (1) Sensaphone model WEB600 remote site monitor for building access and temperature status. One (1) each Sensaphone FGD-0006 and FGD-0100 sensor, and 19" equipment rack shelf with mounting hardware.
- At Site D and Site E: One (1) FCC licensed 11 GHz microwave link between the two sites. Integra model D11WSR05HAS1-N / D11WSR05LAS1-N 11-GHz microwave radios with 1.2-meter parabolic antennas and 48VDC power supplies and PoE programmable injectors. One (1) set of spare units to include (1) microwave radio for each end and (1) 48VDC power supply and PoE injector for each end.
- At Site F: One (1) Motorola XPR5550E UHF control station with 120 VAC power supply and desktop microphone.
- At Site G: One (1) Motorola XPR5550E UHF control station with 120 VAC power supply.
- At Site H: Two (2) Motorola XPR5550E UHF control station with 120 VAC power supply, desktop microphone, and antenna.
- Down time for our county communication system is not a feasible option. It is very crucial for our communication system to function on a 24/7 basis. Therefore, the response time in the event of a problem with or within the communication system plays a critical role in the proposal award. With that being said, it is a requirement that proposers list their estimated response time to the sites.

E. RFP RESPONSE REQUIREMENTS

Your submission **MUST** include:

- ◆ Cover Letter to include:
 - Company or corporation name, street and mailing addresses of the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership, etc.)
 - Names of all owners and/or corporate officers.
 - Identify contact person and provide telephone, fax, email address.
 - Date and state of incorporation (if applicable).
 - Signature of company officer(s) authorized to obligate the firm.
- ◆ Required Forms:
 - Proposal Certification
 - Acknowledgement of Addenda (even if none, submit form)
 - References
 - IRS W-9 Form
 - Certificates of Insurance
 - Copies of all required licenses, applicable to scope of the RFP
- ◆ Proposed pricing schedule, to include rates for proposer's staff, indicating the length of time pricing will be held firm.
- ◆ Response Time for repairs to communication system/equipment.

By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFP.

END OF SECTION

F. REQUIRED FORMS

The proposer should include the following items or their submittal may be deemed non-responsive. The County reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interests of the County at its sole discretion.

- Proposal Certification (*Sample Provided*)
- Acknowledgement of Addenda (*Sample Provided*)
- References (*Sample Provided*) – Provide a list of References who have personal knowledge of the prime firm and the sub-firms' previous performance. Provide three (3) client references each for both the prime firm and the sub-firm. The references must include verified addresses, email addresses and telephone numbers, contact persons, and a brief description of services that have been provided similar to those describe by Chesterfield County for this project.
- IRS W-9 Form (signed within six (6) months of the submittal date) (*No Sample Provided*)
- Certificates of Insurance (*No Sample Provided*)
- Copy of Licenses to do business in South Carolina and/or Chesterfield County (*No Sample Provided*)

PROPOSAL CERTIFICATION

RFP # 03-21/22

In compliance with the Request of Proposal and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed.

Certifications: The undersigned hereby certifies this proposal shall be in effect for a period of one hundred twenty (120) days following the proposal closing date. Proposer further acknowledges that the County will not necessarily award proposal on price only, but will compare individual proposals and all proposal information to determine the choice for meeting the overall objectives of the County. Proposers shall understand that all information requested in this specification package will be evaluated and may contribute to the selection process.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP CODE

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. (if applicable)

**ACKNOWLEDGEMENT OF ADDENDA
(EVEN IF NONE ARE ISSUED)**

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____,

Addendum No. _____, dated _____,

Addendum No. _____, dated _____,

CHECK HERE IF NO ADDENDUM WAS ISSUED: _____

Please acknowledge the receipt of the above ADDENDUM/ADDENDA issued by Chesterfield County, by signature and recording the date of receipt below.

Company : _____

Print Name: _____

Authorized Signatory: _____ Date: _____

REFERENCES

Chesterfield County Government and/or Employees may not be listed as a reference. The vendor must supply three (3) references for similar services provided over the past five (5) years. **Please provide the entity name; contact name(s); email address; telephone number; and a brief description of the work performed, including products provided.** Chesterfield County reserves the right to check the references provided and known references not provided by the vendor.

Failure to provide the above information may result in the vendor being disqualified and its proposal not considered. Chesterfield County reserves the right to contact all references to obtain information without limitation and regardless of the vendor's performance on the listed jobs.

1. Entity Name _____
Contact Person _____
Email Address _____
Phone Number _____
Address _____
Brief Description _____

2. Entity Name _____
Contact Person _____
Email Address _____
Phone Number _____
Address _____
Brief Description _____

3. Entity Name _____
Contact Person _____
Email Address _____
Phone Number _____
Address _____
Brief Description _____

G. SAMPLE NOI & CONTRACT

SAMPLE NOTICE OF INTENT TO AWARD

To: All Proposers of Record
From: Michelle Stanley
Finance Director
Date: Month Day, 2022
Re: NOTICE OF INTENT TO AWARD
RFP# 2022-XX-XXX

Proposal Submittal for (RFP) #2022-XX-XXX, (Project Name), was received on Month Day, 2022 at XX:XX PM. The following three (3) firms submitted proposals in response to this RFP.

1. PROPOSER 1

2. PROPOSER 2

3. PROPOSER 3

It is the intent of Chesterfield County to move forward with a contract award with

Thank you for your interest in Chesterfield County Government.

Tim Eubanks
Chesterfield County Administrator

Cc: File

SAMPLE

PROFESSIONAL SERVICES CONTRACT

No. _____

This Contract for Professional Services ("**Contract**"), with an effective date of _____, is hereby entered into between **CHESTERFIELD COUNTY**, a political subdivision of the State of South Carolina, whose Administrative Office is at 178 Mill Street, Chesterfield, SC 29709 ("**County**"); and _____ ("**Provider**"), a corporation organized and existing under the laws of the State of _____ and authorized to conduct business in the County of Chesterfield and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT

- 1.1. **Headings**: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provisions of the contract.
- 1.2. **Time of Performance**: The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.
- 1.3. **Arbitration**: This contract is not subject to arbitration.
- 1.4. **Applicable Law/Dispute Resolution**: This contract shall be construed subject to the laws of the State of South Carolina. If the parties hereto cannot settle any dispute arising between them without litigation, the parties agree that jurisdiction and venue shall be in the Court of Common Pleas of Chesterfield County, South Carolina.
- 1.5. **Merger, Amendment, and Waiver**: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **County** and **Provider** concerning the scope of work described herein. The Scope of Service describes in the Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **County** and **Provider**. Forbearance by **County** from enforcing the strict terms of this Contract shall not be waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, signed by both parties, and shall have effect as from the effective date thereof as set forth on such Exhibit.
- 1.6. **Compliance with EEOC and other State and Federal Laws**: To the extent set for the respective statutes, **Provider** shall comply with the provisions of:
 - 1.6.1. **Title VII of the Civil Rights Act of 1964**
 - 1.6.2. **Age Discrimination in Employment Act of 1967**
 - 1.6.3. **Title I of the Americans with Disabilities Act of 1990**
 - 1.6.4. **Equal Pay Act of 1963**
 - 1.6.5. **Fair Labor Standards Act of 1938**
 - 1.6.6. **Immigration Reform and Control Act of 1986**
 - 1.6.7. **South Carolina Payment of Wages Act, S.C. Code §§ 41-10-10 et seq.**
 - 1.6.8. **South Carolina Worker's Compensation Act, S.C. Code §§ 42-1-10 et seq.**
 - 1.6.9. **South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14 & 29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws; Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Chesterfield County Privacy / Identity Theft Policy.**
- 1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of the Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES

- 2.1. **Provider** shall perform those task set forth in Exhibit "A", attached hereto and incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit "A" shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind **County**.
- 2.2. All services to be performed by **Provider** under this Contract shall be performed within the term set forth on Exhibit "A", not to exceed five (5) years.

3. PAYMENT FOR SERVICES

- 3.1. The costs of services are set forth in Exhibit "B" of this Contract. The total projected cost of \$_____ shall be a guaranteed maximum price (GMP) for the services to be provided. **Provider's** invoice to the **County** will be on a basis of net thirty (30) days after receipt of **County** of invoice.
- 3.2. Services not included in the Scope of Services constitute additional charges to **County**, at rates and intervals to be agreed upon between **County** and **Provider** in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY

4.1. **County warrants that:**

- 4.1.1. **County** has the lawful authority required under State law and **County's** Ordinances to enter into and perform this Contract;
- 4.1.2. **County** shall not offer employment to an employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. **Provider warrants that Provider has:**

- 4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of South Carolina;
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify **County** against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **County's** Invitation to Proposal and Request for Proposals, that formed the basis of the Scope of Services of this Contract): Worker's Compensation shall include a minimum limit of \$1,000,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operation, products/completed operations, contractual liability, independent contractors and vehicles use in premises/operations. Professional Liability insurance shall be provided with minimum liability limits of \$5,000,000 per occurrence (in addition to Commercial General Liability Insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that it will keep in force, for the duration of the performance of the work, or for such longer term as may be required by this Agreement, in a company or companies lawfully authorized to do business in the State of South Carolina, such insurance as will protect profession/general liability and the **County** from claims for loss or injury which might arise out of, or result from, **Provider's** operations under this project, whether such operation be by **Provider** or by subcontractor or its subcontractors. **Provider** represents and agrees that such insurance is written for all and shall be maintained in an amount not less than the limits of the liability specified in the Contract Documents or required by law, whichever coverage is greater. **Provider** certifies that coverage written on a "claims-made" form will be maintained without interruption from commencement of work until the expiration of all applicable statutes of limitations. This provision can be satisfied either by a policy term that would remain effective through the expiration of all applicable statutes of limitations, or the purchase of satisfactory tail coverage at the expiration of the initial policy term. In the event the tail option coverage is chosen by **Provider**, **County** will retain sums sufficient to obtain

such tail coverage and/or not disburse any retainage amounts until proof of satisfactory tail coverage is provided. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract, including reasonable attorneys' fees. The **County** shall be named as an additional insured on all liability policies. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against the **County** by the entry into or performance of this Contract by **Provider**.

4.3. **Provider warrants that Provider shall throughout the term of the Contract:**

4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including Worker's Compensation, premises, liability, general liability, and professional malpractice coverage in those amounts set forth herein;

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-contractors of **Provider**, all amounts required by State or Federal law to be withheld for or an account of taxes, social security payments, or other withholdings mandated by law or regulation.

4.3.4. Ensure that any third party, employee, agent, or sub-contractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S § 552;

4.3.6. Make no offer of employment to any **County** employee for a period of two (2) years after the termination of this Contract.

5. **OWNERSHIP OF PROJECT MATTER**

Unless otherwise agreed between **County** and **Provider**, and approved by **County's** attorney:

5.1. All plans, reports, surveys, and other professional work product of **Provider** concerning the Contract (but not internal working files, draft, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by **County** to **Provider** during the term of the Contract shall remain the property of the **County**;

5.3. All intellectual property provided to **County** by **Provider** and origination from this Contract shall become and remain the property of **County**, and **Provider** shall not, without the written consent and license from **County**, use such intellectual property for another commercial purpose;

5.4. **County** shall not become the owner, assignee, or licensee of any standard routine, programs, development, tools, techniques, interfaces, text or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. **EARLY TERMINATION OF CONTRACT**

County and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, with or without cause, and thereafter **County** shall have no obligation to pay for services provided to **County** except up to the effective date of termination of the Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed one-hundred twenty (120) days, to allow **County** to procure an alternate provider.

7. INDEPENDENT CONTRACTOR STATUS

Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent contractor to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Provider and County, all of the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICE TO PARTIES

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows

8.1. To County:

8.1.1.

Chesterfield County Administrator
178 Mill Street
Chesterfield, SC 29709
Phone: 843.623.2535 Fax: 843.623.3945

with a copy to:

Chesterfield County Attorney
178 Mill Street
Chesterfield, SC 29709
Phone: 843.623.2535 Fax: 843.623.3945

8.2. To Provider

8.2.1.

with a copy to:

8.3. Form of Notice

All notices required or permitted under this Contract shall be effective:

- 8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above, or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or
- 8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set for above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Provider will indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or from the performance of the services provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Provider. The obligation of the Provider under this paragraph shall not extend to the liability of the County or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the Provider.

10. ASSIGNMENT

Provider shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the County. If Provider assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, County, in its sole discretion, may declare this entire contract null and void.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

Provider:

By (signature): _____

Date: _____

Print Name: _____

Title: _____

Witness: _____

By County:

By (signature): _____

Date: _____

Print Name: _____

Title: _____

Witness: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
COST OF SERVICES