

Request for Proposal

GREENVILLE COUNTY CONSOLIDATED PLAN AND ANNUAL ACTION PLAN

Description of Project: Greenville, South Carolina is seeking Proposals for the completion of a Consolidated Plan and Annual Action Plan for unincorporated areas of Greenville County and five participating municipalities: Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest, consistent with HUD guidelines and federal regulations. The Consolidated Plan will cover the period from July 1, 2025 through June 30, 2030.

Submit: One (1) electronic copy must be received on or before **1:00pm EST, December 27, 2024**

Deadline Enforced

Proposals or withdrawal requests, received by the Greenville County Redevelopment Authority after the time and date set for receipt of Proposals, are late and WILL NOT be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely receipt by the Purchasing Department of a Proposal.

Proposal Submittal Documents Checklist:

Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

All thirteen (13) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. Proposal for RFP - (Exhibit B)
2. Project Schedule (detailed schedule, to include critical path)
3. Corporate / Company Resolution (check box on Exhibit B – if applicable, See Sample Exhibit C)
4. Proposer Information:
 - a. Proposer shall provide list of locations and total number of employees.
 - b. Type of Organization (Check the applicable box):
 - i. Sole Proprietorship
 - ii. Partnership
 - iii. Corporate entity (not tax-exempt)
 - iv. Corporate entity (tax-exempt)
 - v. Government entity (Federal, State or Local)
 - vi. Other _____
5. Proposer's Fraud Acknowledgment Form - (Exhibit E)
6. Drug Free Workplace Act Statement – (Exhibit F)
7. Certificate of Insurance – (Exhibit G, contains an example)
8. Existence of Subcontractors Form – (Exhibit H)
9. Experience/ References – (Exhibit I)
10. Proposer must be registered with GCRA [Proposer must complete or update Vendor Registration Form and W-9] – (Exhibits J & K)
11. Worker's Compensation Statement of Independent Contractor – (Exhibit L)
12. Greenville County Standard Contract – (Exhibit M)
13. Sample copy of a past Consolidated Plan and AAP prepared by Proposer's firm

General Terms and Conditions

Term of Proposal: Any Proposal submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Senior Community Development Planner. The written request to withdraw the Proposal must be received, regardless of when it was mailed, by the Senior Community Development Planner within five (5) calendar days after expiration of the sixty (60) calendar day period, or the Proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the Greenville County Redevelopment Authority at the addresses listed on page 1 or submit questions by email to Jose Reynoso, Senior Community Development Planner, at jreynoso@gcra-sc.org. Written questions shall be submitted at least five (5) calendar days prior to Proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the Proposer fails to seek clarification, GCRA's interpretation shall control. The Proposer agrees it will not make any claim for, or have right to withdraw its Proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusions. Exclusions will come from GCRA in the form of an addendum. **Any proposals received with exclusions will not be accepted.**

Proposers are specifically directed NOT to contact any other GCRA personnel for meetings, conferences, or technical discussions related to this RFP. Failure to follow this requirement may be grounds for rejection of the Proposal.

GCRA will not be responsible for or bound by any oral instructions made by an employee(s) of GCRA in regard to this RFP.

Any statements made by an employee(s) of GCRA, which may materially change any portion of the RFP, shall not be relied upon unless they are issued as written addendum to the RFP.

A Proposal received by Greenville County Redevelopment Authority is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right-hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. GCRA reserves the right to determine whether this may be brought against GCRA or its agent for its determination in this regard. **MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

Applicable Laws and Compliance: This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to GCRA.

Public Record: Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of Greenville County Redevelopment Authority staff, from 8:00 a.m. until 5:00 p.m., Monday through Thursday, or 8:00 a.m. until 1:30 p.m. on Friday, at 301 University Ridge, Suite S-4300 Greenville, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Proposer Responsibility: The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a GCRA responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, GCRA may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

Proposer Qualification: GCRA may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish GCRA all such information and data for this purpose as may be requested.

Project Schedule: The expected submission date of the Consolidated and Annual Action Plan to the HUD is May 12th 2025, provide a detailed schedule for completion to include the critical path, when applicable.

Fraud Policy: Proposers submitting Proposals to GCRA must review GCRA's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Insurance: By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Commercial General Liability:

\$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage)*

Comprehensive Automobile Liability:

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

Statutory Worker's Compensation:

Coverage – (Shall apply to all applicable State of SC laws)

Employers Liability:

\$500,000 Each Accident*

\$500,000 Disease, Per Employee*

\$500,000 Disease, Policy Limit*

Professional Liability Insurance:

\$1,000,000 per occurrence (if applicable)

Umbrella Policy:

N/A

* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide GCRA a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to GCRA that all subcontractors approved to perform work on this project comply with all of the requirements in this Section.

Certificate of Insurance: A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) GREENVILLE GCRA SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- (ii) WAIVER OF SUBROGATION. As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to GCRA of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to GCRA's RFP.

Subcontractors: Proposer shall not subcontract work hereunder without the prior written consent of GCRA, and any such subcontract without consent of GCRA shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to GCRA the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

Service Providers: When applicable, list up to three independent firms, within 300 miles of the Greenville that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

References: GCRA requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years.** References should be listed on Exhibit I.

Experience: List five jobs, similar in size, completed by Proposer, within 100 miles of Greenville County, **for Governmental entities.** List dollar amount, brief description reference name and phone number for each job.

Contractor Qualifications: When applicable a Contractor Qualification Form will be required requesting the following information:

- a. SIC/ NAICS Code
- b. OSHA Recordable Incident Rate
- c. EMR Rate – Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.
- d. Worker's Compensation Loss Run

Factors (a) through (d) shall be used in conjunction with other required submittal documents as

part of the determination process. GCRA reserves the right to evaluate in its absolute discretion the information submitted.

South Carolina License: Proposer is required to submit a copy of its current State of South Carolina license, as necessary for the goods and/or services being procured.

Bid Bond: If applicable, Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to GCRA. Proposals submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Senior Community Development Planner, may be rejected. The bond will be forfeited to GCRA by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by GCRA.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

Performance and Payment Bond: If applicable, the successful proposer, within three (3) working days after acceptance of the proposer's offer by GCRA, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by GCRA prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Senior Community Development Planner. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer's offer by GCRA, then the bid bond of the proposer shall be retained by GCRA in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by GCRA before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save GCRA, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to GCRA, in the full amount of Proposal, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and GCRA can release the performance/payment bond.

Ability to Obtain Performance Bond: If applicable, Proposer shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Proposer has the ability to obtain a performance/payment bond in amount of Proposal.

Independent Contractor: The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of GCRA; and GCRA shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. GCRA shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, GCRA shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

GCRA shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without GCRA's prior written authorization. Notwithstanding any consent by GCRA to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to GCRA for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, GCRA's authorization of Proposer's agreement with Subcontractor, GCRA's inspection of a subcontractor's facilities or work, or any other action taken by GCRA in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and GCRA. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to GCRA before commencement of any work by a Subcontractor. Proposer's refusal to comply with this provision shall be grounds for GCRA's termination of this agreement for default, without notice or opportunity to cure.

In addition, Proposer indemnifies and holds GCRA harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages or otherwise, including any cost incurred by GCRA to investigate, defend or settle any such claim.

Award:

Evaluations:

GCRA will conduct evaluations of the proposals.

Award Criteria:

GCRA shall evaluate each of the Proposals using the criteria set forth in Exhibit D attached hereto. GCRA reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. GCRA is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At GCRA's discretion, one or more firms

may be engaged for this work.

GCRA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN GCRA PROGRAM ORDINANCE.

Notice of Intent to Award:

If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with Greenville County Code of Laws Section 2-287.

Notice of Award:

If awarded, the Notice of Award shall be e-mailed to all Proposers once a decision to award is made.

Exhibit A

SCOPE OF WORK / SERVICES TO BE PROVIDED

The Proposer who is awarded the contract shall perform and carry out, those services necessary to complete the **GREENVILLE COUNTY CONSOLIDATED PLAN AND ANNUAL ACTION PLAN**.

At a minimum, this work shall include:

Overview

GCRA is seeking consultant service proposals to coordinate the preparation of the Consolidated Plan in accordance with HUD regulations and guidelines and any future regulations and guidelines that may be promulgated by HUD for this plan. The document must cover the five-year period from July 1, 2025, through June 30, 2030. The Consolidated Plan serves as the planning document of GCRA and as an application for funding under the referenced program which is prepared in accordance with the requirements of 24 CFR Part 91.

This is a firm deadline project, which will commence immediately upon the execution of a formal written contract with GCRA, January 30, 2025. A pre-development meeting to introduce staff, review the contract, and establish responsibilities will be held. Submission of monthly progress reports that describe work completed and work yet to be completed per Completion Schedule will be required. Contract payments will be made in accordance with a completion schedule based upon completion of document elements.

Greenville County is a grantee eligible to receive assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. The entitlement jurisdiction consists of all of the unincorporated portions of Greenville County and City limits of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest.

The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, placed-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

The Consolidated Plan combines the planning and application requirements of certain Federal statutes and includes a Needs Assessment and Market Analysis, Strategic Plan and Annual Action Plan outlining levels of relative need in the areas of affordable housing, homelessness, special needs, and community development.

Consultant Responsibilities

The Consultant will ensure that the Consolidated Plan meets all requirements of the Federal regulation and must follow the HUD guidance for the eCon Planning Suite which includes:

Setup

- AD-25 Administration
- AD-50 Verify Grantee/PJ Information in IDIS
- AD-55 Verify Grantee/PJ – Program Contacts

Executive Summary

- ES-05 Executive Summary

The Process

- PR-05 Lead & Responsible Agencies
- PR-10 Consultation
- PR-15 Citizen Participation

Needs Assessment

- NA-05 Overview
- NA-10 Housing Needs Assessment
- NA-15 Disproportionately Greater Need: Housing Problems
- NA-20 Disproportionately Greater Need: Severe Housing Problems
- NA-25 Disproportionately Greater Need: Housing Cost Burdens
- NA-30 Disproportionately Greater Need: Discussion
- NA-35 Public Housing
- NA-40 Homeless Needs Assessment
- NA-45 Non-Homeless Special Needs Assessment
- NA-50 Non-Housing Community Development Needs

Market Analysis

- MA-05 Overview
- MA-10 Number of Housing Units
- MA-15 Cost of Housing
- MA-20 Condition of Housing
- MA-25 Public and Assisted Housing
- MA-30 Homeless Facilities
- MA-35 Special Needs Facilities and Services
- MA-40 Barriers to Affordable Housing
- MA-45 Non-Housing Community Development Assets
- MA-50 Needs and Market Analysis Discussion

Strategic Plan

- SP-05 Overview
- SP-10 Geographic Priorities
- SP-25 Priority Needs
- SP-30 Influence of Market Conditions
- SP-35 Anticipated Resources
- SP-40 Institutional Delivery Structure
- SP-45 Goals
- SP-50 Public Housing Accessibility and Involvement
- SP-55 Barriers to Affordable Housing
- SP-60 Homelessness Strategy
- SP-65 Lead Based Paint Hazards
- SP-70 Anti-Poverty Strategy

- SP-80 Monitoring
- Annual Action Plan
 - AP-15 Expected Resources*
 - AP-20 Annual Goals and Objectives*
 - AP-35 Projects*
 - AP-50 Geographic Distribution
 - AP-55 Affordable Housing
 - AP-60 Public Housing
 - AP-65 Homeless and Other Special Needs Activities
 - AP-75 Barriers to Affordable Housing
 - AP-85 Other Actions
 - AP-90 Program Specific Requirements

The Consultant will be responsible for developing and preparing the Consolidated Plan and the Year One Action Plan in draft form except for *AP-15, Expected Resources, *AP-20 Annual Goals and Objectives, and *AP-35 Projects, as well as preparing the final form for submission electronically to HUD in the eCon Planning Suite after GCRA review and authorization. The Consultant will be responsible for making any revisions required by HUD after submission. Consultant will be responsible for troubleshooting with HUD relative to using the IDIS/eCon Planning Suite software. The Consultant will be responsible for preparing maps, tables, charts, illustrations, and photographs to include in the Plans. The Consultant will provide internal copies of plan sections for review and comment before public draft of the plans are finalized. The draft Con Plan must be in a Word Document that is easily readable by the public. It is our understanding that the eCon Planning Suite version, while meeting the HUD submission requirements, may not be the best document to display or print for public review. The Consultant must have draft Con Plan/Action Plan for public comment completed by April 10, 2025 and the final documents must be ready by May 1, 2025 to submit to Greenville County Council for approval at their meeting. The final documents are due at HUD by May 12th, 2025. The Consultant is responsible for submitting to GCRA in electronic/digital copies as well as 3 hard copies (not bound) of the final Consolidated Plan and Annual Action Plan, including maps and graphics, no later than May 5, 2025. The Consultant is responsible for finalizing the Consolidated Plan and Annual Action Plan for electronic submission to HUD by our May 12, 2025. GCRA currently has limited staff available to support the Consultant and will rely on the personnel, experience and expertise of the Consultant to ensure completion of the work. All deliverables become the property of GCRA. The Consultant will provide a resource binder to include, at minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop the 5-Year Consolidated Plan. The Consultant will assist staff in responding to HUD questions or issues throughout the HUD approval process.

Citizen Participation and Consultation: Citizens, community-based organizations, businesses, elected officials, and housing and services providers must be involved in the planning process. The Consultant will be expected to gather the information through a number of methods, including consultation with local agencies and elected public officials, public outreach, public meetings, community survey, a review of demographic and economic data sets, any additional specific actions required by HUD, and a housing market analysis. The consultant will work with GCRA to develop a comprehensive plan for conducting community outreach in

addition to the public hearings necessary for completing the CON Plan to include: a Survey to solicit input from the public which must be available online and in hard copy, in English and Spanish, agency consultations, and interviews in person or by phone with relevant stakeholders. Methods of publicizing activities should also be addressed.

Annual Action Plan: The consultant, with GCRA review, shall be primarily responsible for preparing the Annual Action Plan with the exception of the items listed above and coordinated with GCRA's Annual Action Plan Timeline.

Application: Award will be made to the responsible applicant organization whose proposal is most advantageous to the program, with price and other factors considered. All proposals will be evaluated in accordance with the evaluation criteria shown below. Please address each of the following components and provide the documentation requested. Any proposal submitted without all of the information requested below will be considered non-responsive.

A. Executive Summary should contain a description of your proposal in as much detail as possible.

B. Fixed Price Budget and Completion Schedule. Please include a fixed price or fee for the production of the requested documents. The proposal should separate the costs for the Con Plan and Action Plan. The proposed completion schedule and timeline should be compatible with the attached Annual Action Plan timeline.

C. Identify all personnel that will be assigned to work on the project. Provide resume of experience of the development team. At least one employee shall be authorized as Project Manager, be authorized to act for the Consultant in every detail and able to communicate effectively. Submission of the names for Key staff constitutes a commitment to use these individuals if the Consultant is selected and changes may be made only with the prior written consent of GCRA. In the event there is a need to replace Key Staff or Team Members during the course of the project, Consultant must describe its backup personnel plan.

D. Provide a list of at least 5 public agencies, including the contact person's name, phone number and email, for which similar or relevant work products have been completed and ultimately approved by HUD within the last 4 years.

E. Provide a sample copy of your past work for Consolidated Plan and AAP.

Changes to Project and Contract

After award of contract, any changes that result in additional cost to Greenville County must be submitted in writing to Jose Reynoso jreynoso@gcra-sc.org for prior written approval. Do not proceed with job until written notification to proceed is in hand.

Exhibit B

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
 2. Show trade name or brand of any article included in the specifications.
 3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
 4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection.
 5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be rejected.
 6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by Greenville County as a result of this Proposal. Proposals which do not include all taxes will be rejected.
 7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be rejected.
 8. This Proposal is subject to the Greenville County Program Ordinance, this Request for Proposal (RFP) and the attached GCRA contract.
 9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to rejection.
 10. This RFP provides basic information regarding GCRA's requirements. Items that are not specifically requested in this RFP, but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.
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PROPOSAL FOR RFP

**GREENVILLE COUNTY
CONSOLIDATED PLAN AND ANNUAL ACTION PLAN
Submission to Greenville County
Redevelopment Authority**

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: _____

By: _____ (Signature)
_____ (Printed Name)

Title: _____

Date: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Check box if corporate/company resolution attached (See Instruction 9 above).

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

BASE PRICE for _____ **:** \$ _____

Cost for _____ **as an option:** \$ _____

Cost for _____ **as an option:** \$ _____

Cost for _____ **as an option:** \$ _____

TIME FOR PERFORMANCE: _____

Exhibit C

Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN
CONTRACT WITH GREENVILLE COUNTY

WHEREAS, _____ will or has submitted a bid/proposal to Greenville
County for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good
or services to Greenville County; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate
governing body) of _____ does hereby approve and authorize
_____. (Name of Individual) to execute a contract with Greenville County in an amount
not to exceed \$ _____.

ADOPTED AND APPROVED this _____ day of _____, 20__.

[INSERT NAME OF ORGANIZATION]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibit D

EVALUATION / AWARD CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. GCRA reserves the right to determine whether this information should be exempt from disclosure.

GCRA shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to GCRA, based on the following factors listed below.

Proposals will be evaluated using the criteria below: The highest total score shall be awarded the contract.

Evaluation Criteria	Pts
• Quality of Work to include proposal for this project and sample of previous completed project	35
• Capabilities and Qualifications of the Firm, including References	20
• Cost	20
• Experience with Similar Projects and HUD eCON Planning Suite	15
• Availability of the Firm and Organizational Structure	10

GCRA reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Greenville County, taking into consideration the cost and the evaluation factors set forth herein. GCRA will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of GCRA will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with GCRA may be considered as an unqualified source and their proposal may be rejected. GCRA reserves the right to exercise this option as is deemed proper or necessary.

Exhibit E

Greenville County

Proposer's Fraud Acknowledgement Form

RFP No:
Proposal Name: Greenville County Consolidated Plan and Annual Action Plan
Proposer Information:
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Greenville County Fraud Policy adopted by Greenville County Council on July 18, 2005. As a Proposer engaged in a business relationship with GCRA, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

Copies of Greenville County's Fraud Policy can be obtained as follows:

1. Greenville County's website at www.GreenvilleGCRA.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 864-596-3538.

Exhibit F

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

Exhibit G

EXAMPLE OF CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED					
		INSURERS AFFORDING COVERAGE			
		NAIC #			
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L TRS INSRER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADJY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP ACC \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> ALL STATE/TERRITORIES OTHER E.L. - EACH ACCIDENT \$ 500,000 E.L. - DISEASE - EA EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS SPARTANBURG COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY FOR WORK PERFORMED FOR THEM BY THE NAME INSURED. WORKERS' COMPENSATION POLICIES ARE TO BE ENDORSED TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS.					
CERTIFICATE HOLDER			CANCELLATION		
SPARTANBURG COUNTY 366 N. CHURCH STREET SPARTANBURG, SC 29303			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Exhibit H

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes_____No_____If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

2. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

3. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

4. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

Exhibit I

EXPERIENCE/ REFERENCES

List five jobs, similar in size, completed by Proposer. List dollar amount, brief description reference name and phone number for each job.

- a. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

- b: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

- c: Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

d. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

e. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

Exhibit J

Greenville County Redevelopment Authority
VENDOR LIST APPLICATION

FOR OFFICE USE ONLY:
MUNIS #: _____

Company Name: _____
(MUST MATCH THE NAME THAT WILL APPEAR ON INVOICES & W-9 SUBMITTED FOR PAYMENT)

Mailing Address: _____

Physical Address: _____

Payment Remittance Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Telephone: (_____) - _____ - _____ Extension: _____

Fax No. (_____) - _____ - _____ : E-Mail: _____

Federal Tax ID number: _____ Is this a personal Social Security #? yes ___ no ___
(NOTE - A completed W-9 Form must be returned with this application)

Is this a Corporation? Yes ___ No ___ Small Business? Yes ___ No ___ Owned by- Male ___ or Female ___

Physical Presence in S.C.? Yes ___ No ___ Method of Delivery: ___ UPS ___ FedEx ___ Other

SC Retail License ___, or SC Sales Tax ___, or SC Use Tax ___ Number _____

Minority Vendor? Yes ___ No ___ (If yes, attach Certification Certificate.)

CATEGORY FOR SERVICES OFFERED (CHECK ALL THAT APPLY)

Table with 3 columns and 10 rows listing service categories such as Architecture/Engineering, Auto - Parts/Repairs/Body Shop, Clothing/Uniforms, Construction - Major, Construction - Minor, Copier/Printer Equipment, Environmental Services, Equipment Rental, Inmate Services, Information Technologies, Landscaping, Law Enforcement, Maintenance Repair, Medical Supplies, Printing, Safety, Tele Communications, Trade Contractors - HVAC/Plumbing/Electrical, and Other (not listed) with checkboxes.

Provide a brief commodity/service description of your business: _____

NOTE: Placement on the bidders list is a service provided for your convenience. Inclusion is not a binding assurance of future solicitation. To insure bid participation, check our official website at https://gcra-sc.org/ to review posted projects that may be of interest to you.

INSURANCE: General Liability & Worker's Compensation coverage is required for vendors that perform work for Greenville County. If not required by South Carolina State Law to have Worker's Comp, a waiver must be submitted.

Return this completed form and W-9 to:

Mail: Greenville County, Purchasing Department, PO Box 5666, Greenville, SC 29304 or Fax: 864-596-2297

ALL PURCHASES MUST BE MADE WITH SIGNED PURCHASE ORDER PRIOR TO AN ORDER BEING PLACED

Exhibit K

Print or type See Specific Instructions on page 2.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td> </tr> <tr> <td colspan="2">2 Business name/disregarded entity name, if different from above</td> </tr> <tr> <td style="width: 70%;"> 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </td> <td style="width: 30%;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> </td> </tr> <tr> <td>5 Address (number, street, and apt. or suite no.)</td> <td rowspan="2">Requester's name and address (optional)</td> </tr> <tr> <td>6 City, state, and ZIP code</td> </tr> <tr> <td colspan="2">7 List account number(s) here (optional)</td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	6 City, state, and ZIP code	7 List account number(s) here (optional)	
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5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)											
6 City, state, and ZIP code												
7 List account number(s) here (optional)												

Part I Taxpayer Identification Number (TIN)																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table>				
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Exhibit L

**GREENVILLE COUNTY
WORKERS' COMPENSATION
STATEMENT OF INDEPENDENT CONTRACTOR**

I, _____, (_____) owner of
(Name of Contractor) (Federal ID# or SSN)
_____ hereby make the following statement about
(Name of Business)
my relationship with Greenville County:

1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for Greenville County. That work is:

(Brief description of work you are contracted to do)
When I complete the work, I will then expect to be paid _____
(Amount) in a lump sum. Neither I, nor my employees, will be paid by GCRA on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Greenville County.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of GCRA by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect GCRA to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from GCRA at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with GCRA on this contract.
7. My employees and I are not entitled to workers' compensation benefits under Greenville County Workers' Compensation coverage.

Signature

Date

Exhibit M

GREENVILLE COUNTY CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made this ____ day of _____, 20 by and between GREENVILLE COUNTY REDEVELOPMENT AUTHORITY, a political subdivision of the State of South Carolina, hereinafter referred to as the "GCRA"; and, _____, a _____ Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual promises stated in this Agreement, GCRA and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All other statements, discussions and negotiations, whether oral or written, are hereby merged into these contract documents. Any oral or written understanding not incorporated in these contract documents is not binding on any of the parties. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.

1.2. The Contract Documents consist of:

1. GCRA Contract for Goods and Services;
2. [Addenda or Addendum ___ to RFP # _____ (attached hereto as Exhibit A and incorporated herein by reference);]
3. Request for Proposal Number ("RFP") # _____ (attached hereto as Exhibit B and incorporated herein by reference); and
4. Proposal in response to RFP # _____ submitted by the CONTRACTOR (attached hereto as Exhibit C and incorporated herein by reference).

Collectively, these materials shall comprise the "CONTRACT DOCUMENTS."

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete whole contract to be constructed in strict accordance with the CONTRACT DOCUMENTS. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR whether or not specifically called for without increase in the Contract Price or Contract Period, as described in Articles 3 and 4 below.

1.4. **MODIFICATION / CHANGE ORDERS.** Any change orders, alteration, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by GCRA Administrator and CONTRACTOR, and executed with the same formality as this contract.

ARTICLE 2 – SCOPE OF SERVICES:

2.1 GCRA has employed CONTRACTOR to provide services for the Greenville County Consolidated Plan and Annual Action Plan.

2.2 These services to be provided by CONTRACTOR are set forth more fully in the CONTRACT DOCUMENTS.

ARTICLE 3 – CONTRACT PERIOD

3.1. NOTICE TO PROCEED. This Agreement shall begin on the effective date of the Notice to Proceed. In compliance with Request for Proposal and subject to all conditions, thereof, the undersigned offers and agrees, to furnish the services and/or complete the installation of all items for the base Proposal and all Proposal voluntary adds, at the prices as set forth, within__ days after fax or electronic receipt of purchase order.

3.2. FORCE MAJEURE. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to GCRA within 24 hours of CONTRACTOR's determination that there exists an industry wide material shortage, the following in order for GCRA, or its authorized representative, to concur that there is an industry wide shortage of the specific material so identified by CONTRACTOR: 1) A written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials.

ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT:

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

42. CONTRACT PRICE. GCRA agrees to pay a total contract price that shall not exceed _____(\$_____).

43. PAYMENT TERMS. Payments shall occur as follows:
CONTRACTOR will submit invoices to GCRA, which shall include a detailed listing of charges and a final bill upon completion of services. Within ten (10) business days of receipt of an invoice GCRA shall notify CONTRACTOR of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide to GCRA back-up data supporting the invoice. GCRA and CONTRACTOR will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by GCRA and is

past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by GCRA, then CONTRACTOR shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Article 8. No deposit nor advance sums shall be paid. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

ARTICLE 5 - INDEMNIFICATION.

CONTRACTOR agrees to save, defend, indemnify and keep harmless GCRA and all GCRA officers, agents and employees from and against any loss, damage, claim, injury, fines, penalties, costs, including court costs, attorney's fees, charges, liability and exposure, however caused, arising from any negligent acts or omissions by CONTRACTOR, its agents, staff, consultants and contractors employed by it, in the performance or non-performance of the terms under this Agreement. CONTRACTOR shall not be responsible for any loss, damage, or liability to the extent arising from acts of GCRA, its agents, staff, and other consultants employed by it. This section shall survive the termination of this Agreement.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

6.1. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6.2. DRUG FREE WORKPLACE. During the performance of this Agreement, the CONTRACTOR agrees to comply with Section 44-107-30 of the South Carolina Code of Laws, 1976 as amended.

6.3. ILLEGAL IMMIGRATION REFORM ACT. The CONTRACTOR providing goods or services to GCRA under this Agreement represents and warrants to GCRA that it is in compliance with Section 8-14-10 *et seq.* of the South Carolina Code of Laws, 1976 as amended, or that this law is inapplicable to CONTRACTOR and its subcontractors. This is required of all CONTRACTORS and subcontractors.

6.4. COMPLIANCE WITH APPLICABLE LAWS. The CONTRACTOR providing goods or services to GCRA under this Agreement represents and warrants to GCRA that it is in compliance with federal, state and local laws and regulations applicable to the performance of the services procured.

6.5. SOUTH CAROLINA ETHICS ACT. The CONTRACTOR providing goods or services to GCRA under this Agreement represents and warrants to GCRA that it is in full compliance with the South Carolina State Ethics, Government Accountability and Campaign Reform Act, codified as Sections 8-13-100 through 8-15-1520, of the South Carolina Code of Laws, 1976 as amended.

6.6. SAFETY AND HEALTH. The CONTRACTOR providing goods or services to GCRA under this Agreement represents and warrants to GCRA that the Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish, upon request, accident, incident, injury, and other records and reports required by Federal or State law or as required by GCRA.

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

6.8. AUDIT. The CONTRACTOR hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. GCRA, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

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

6.10. CONFIDENTIALITY. CONTRACTOR will maintain as confidential any documents or information provided by GCRA and will not release, distribute or publish same to any third party without prior written permission from GCRA, unless compelled by law or order of a court or regulatory body of competent jurisdiction. CONTRACTOR shall provide written notice to GCRA in sufficient time to allow GCRA to intervene as necessary.

6.11. PUBLIC RESPONSIBILITY. GCRA has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. CONTRACTOR will at all times alert GCRA to any matter of which Contractor becomes aware and believes requires GCRA to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances.

6.12. SUBCONTRACTOR INSURANCE. The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to GCRA upon request of GCRA.

ARTICLE 7 – RIGHTS AND RESPONSIBILITIES OF GCRA:

7.1. DEFAULT. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions and CONTRACTOR'S failure to cure the default within thirty (30) calendar days of CONTRACTOR'S receipt of notice from GCRA of the default, GCRA may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs, in addition to recovery of fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to GCRA, a letter will be sent to the defaulting CONTRACTOR requiring payment for these costs. The CONTRACTOR will be removed from future bidding until the payment has occurred. Provided further, that GCRA reserves the right to debar CONTRACTOR from doing further business with GCRA. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR to demonstrate that CONTRACTOR should not be debarred. Nothing in the section shall be construed to limit or waive CONTRACTOR'S ability to avail itself of remedies available under applicable laws.

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

ARTICLE 8 – TERMINATION:

8.1. TERMINATION BY GCRA. GCRA may terminate this Agreement and project for any reason upon seven (7) calendar days notice. Anything contained in the Agreement to the contrary notwithstanding a termination under this section shall not waive any right or claim to damages which GCRA may have with respect to work performed by the CONTRACTOR which has been completed prior to the date of termination, and GCRA may pursue any cause of action which it may have by law or under this Agreement on account of such completed work.

82 STOP WORK UPON NOTICE OF TERMINATION. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

83 COMPENSATION TO CONTRACTOR IF TERMINATED. In the event of a termination under section 8.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed plus its settlement

and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

ARTICLE 9 – WARRANTIES:

9.1. WORK PERFORMED TO INDUSTRY STANDARDS. CONTRACTOR warrants to GCRA that the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the State.

9.2. MATERIALS AND EQUIPMENT FURNISHED. CONTRACTOR warrants to GCRA that any new materials and equipment furnished under this Agreement shall be of good quality and in working condition.

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

ARTICLE 10 – MISCELLANEOUS:

10.1. NOTICES. The following persons shall be contact persons for the parties, and notices given them, by certified mail return receipt requested to the addresses shown, shall constitute valid notice under the requirements of this Agreement. The parties may amend such addresses by written notice to the opposite party at the given address.

1. For GCRA:

Joe Smith
Executive Director
301 University Ridge, Suite S-4300
Greenville, SC 29601

2. For CONTRACTOR: (Name)
 (Address)
 (City, State, Zip)

10.2 INVOICE / PAYMENT ADDRESSES. The following persons shall be contact persons for the parties, for the purpose of submitting invoices and payments under this Agreement by depositing the same in the United States mail with postage prepaid, to the addresses shown:

1. For GCRA: (Name)
 (Title)
 P.O. Box 5666
 Greenville, SC 29304-5666

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.3. CHOICE OF LAW / VENUE. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the State of South Carolina, and that proper venue, in the event of litigation concerning this matter, is in the state or federal courts located in Greenville County, South Carolina. The parties agree that any litigation involving this Agreement shall be brought only in such courts. The parties herein each consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available.

10.4. SEVERABILITY. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

10.5. WAIVER. Any failure of GCRA or CONTRACTOR to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive GCRA or CONTRACTOR of the right to insist upon compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

10.6. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns. No party may assign this Agreement nor the rights and obligations hereunder to any other third party without the prior express written consent of the other parties.

10.7. HEADINGS. CONTRACTOR and GCRA agree that the Article and Paragraph headings are for convenience only and are not a part of this Agreement.

10.8. GREENVILLE COUNTY PROGRAM ORDINANCE. CONTRACTOR acknowledges that the Greenville County Program Ordinance is applicable to this Agreement. Contractual claims and disputes shall be conducted pursuant to the Greenville County Program Ordinance.

10.9. NO JOINT VENTURE. Neither this Agreement nor any agreements, instruments, documents or transactions completed hereby shall in any respect be interpreted, deemed or construed as making any party a partner or joint venture with any other party or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning the transactions related to this Agreement.

10.10. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

10.11. COUNTERPARTS. This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

[SIGNATURES ON FOLLOWING PAGE]

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Joe Smith
Executive Director

Attested:

[NAME OF CONTRACTOR]

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

Witnesses:

Approved as to form:

Date: _____