NEWBERRY COUNTY, SOUTH CAROLINA

OFFICE OF PURCHASING

September 18, 2026

REQUEST FOR PROPOSALS (RFP)

RFP No.: 2026-16

Long-Range Feasibility / Master Plan Study

Newberry County Fire Service (County & City)

Sealed Proposals Due:

October 28, 2026, at 3:00 p.m. (Local Time)

Newberry County Purchasing Department
1309 College Street / P.O. Box 156
Newberry, South Carolina 29108
(803) 321-2100

- Stakeholder recommendations considering service levels
- Performance objectives, including measures and compliance methods
- Facility improvements and/or relocations
- Changes to service delivery models, including resource deployment of units and personnel
- Resource sufficiency
- Viable alternatives for providing emergency and non-emergency services
- Organizational planning
- Improved organizational efficiencies

The County is seeking an unbiased, third-party evaluation of the current fire service delivery model, its requirements, and future needs. This RFP does not favor any particular methodology, software platform, or firm, and proposers are encouraged to describe their own proven approach.

3. Scope of Work

The following describes the general phases and tasks the County anticipates will be necessary to complete the Plan. Proposers may recommend modifications to this scope where their professional experience suggests a more effective approach; any proposed deviations should be clearly identified and justified in the Technical Proposal.

Phase I — Project Preparation & Onboarding

Task 1-A: Project Initiation

The selected firm ("Consultant") will formulate a data collection plan tailored to the project's scope and objectives, including collaborative discussions with the Departments' project manager, identification of primary data needs, assignment of responsibilities, scheduling of regular progress meetings, and a process for client verification and approval of gathered data and information.

Task 1-B: Acquisition & Review of Background Information

The Consultant will work with the Departments' project manager to gather information needed for the analysis, which may include, but is not limited to:

- Previous or ongoing department studies or research
- Five years of incident response data from the Departments' records management system, including latitude/longitude (or similar) fields for each record
- Internal planning documents
- Staffing levels and organizational structure
- GIS data, including zoning maps and response boundaries
- Financial data, such as debt information, long-term financial plans, and projections
- Administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery protocols
- Inventories of facilities and apparatus
- Automatic and mutual aid agreements

Phase II — Review of Background Information & Scheduling

Task 2-A: Review Data and Information

The Consultant will review submitted data and information to understand the Departments' operations and practices, and coordinate with the Departments regarding any additional data needs.

Task 2-B: Scheduling

The Consultant will coordinate with the Departments on potential site visit dates, stakeholder input, and other related activities, and establish a communications rhythm for the project.

Phase III — Site Visit & Stakeholder Input

Task 3-A: Site Visit

The Consultant will conduct an on-site visit to both the County and City fire departments to gain first-hand understanding of project requirements.

Task 3-B: Stakeholder Interviews

The Consultant will conduct in-person (and remote, as necessary) interviews with key stakeholders jointly identified by the Consultant and the Departments, which may include:

- Internal (County & City): Chief officers, employee groups, committee leaders
- External (County & City): Elected officials, appointed officials, planning staff, members of external departments

Phase IV — Evaluation of Current Conditions

Task 4-A: Community Overview

Develop an overview of the service area, including population and demographics, a general community description, and unique challenges for emergency service delivery.

Task 4-B: Governing Body

Describe the community's governing body (County & City), including governance types and authority structure.

Task 4-C: Organizational Overview

Review response boundaries for both jurisdictions, describe services offered and adopted system performance standards, and describe current service delivery infrastructure and personnel allocation.

Task 4-D: Organizational Planning & Assessment

Review and evaluate the adequacy of current planning and assessment processes, long-range and strategic planning efforts, progress on existing adopted plans, and capital planning processes, with recommendations for future planning processes.

Task 4-E: Financial Analysis

Analyze actual revenues and expenditures for all budgets/funds supporting operations over five years, including current and/or proposed budgets, capital improvement planning (CIP) funds, and, where applicable, debt service, with projections for the added expense and revenue needs associated with any recommended improvements.

Task 4-F: Physical Resources

Assess the current status of major capital assets, including facilities, apparatus, and equipment, for both jurisdictions, including:

- Facilities: station efficiency, functionality, and future viability
- Apparatus/Vehicles: age, condition, serviceability, distribution, deployment, maintenance, and future needs
- Equipment: major capital equipment maintenance and replacement standards

Task 4-G: Workforce Development & Training

Evaluate each organization's workforce capacities, capabilities, and readiness, including staffing levels, training programs, professional development initiatives, retention strategies, and career development paths.

Task 4-H: Health, Safety & Wellness

Assess strategies employed to enhance employee well-being, including counseling services, peer support, wellness activities, and cancer risk reduction initiatives.

Task 4-I: Community Service Delivery

Evaluate community service delivery through identified response functions, including fire suppression, emergency medical services, public education, and fire prevention inspections, aligned with the Departments' identified risk.

Task 4-J: External Relationships

Identify and evaluate strategic partnerships used for community service delivery, including gaps in external partnerships, relationships requiring development, and alignment with the Departments' mission.

Task 4-K: Performance Analytics

Review and provide observations on areas affecting service levels and performance, which may include, but are not limited to:

- Service Demand Study — analysis and geographic display of current service demand by incident type and temporal variation
- Resource Distribution Study — overview of current facility and apparatus deployment strategy, analyzed through GIS, with identification of service gaps and redundancies
- Resource Concentration Study — analysis of effective response force (ERF)
- Response Reliability Review — analysis of unit hour utilization (UHU), individual company performance, and call concurrency, to the extent data is available
- Response Performance Summary — analysis of actual system performance by individual companies, to the extent data is available

Proposers may describe any web-based or interactive GIS/data analytics tools they intend to provide as part of this task, including the anticipated duration of client access following deployment.

Task 4-L: Support Services

Evaluate support services capabilities, which may include, but are not limited to: emergency communications, administrative support, information technology, logistics and resource systems, fleet maintenance, and facility maintenance.

Phase V — Conclusions & Recommendations

The Consultant will present well-defined, actionable conclusions based on an in-depth review of both the County and City organizations, tailored to the project's goals, national benchmarks, and industry-leading practices, addressing the distinct needs of both jurisdictions, and may include the following optional outcomes:

- Maintain Separate, Independent Goals — clear objectives reflecting each organization's unique missions, operational requirements, and community priorities
- Explore Shared Services and Resource Agreements — opportunities for collaboration such as joint purchasing, shared technology platforms, or combined training programs
- Consider Partial or Complete Consolidation — benefits and challenges of merging certain functions or departments, including phased approaches

Task 5-A: Future Service Demand Projections

Utilize population growth projections and historical/forecast activity rates to develop projections for future service demand and impacts on staffing and work schedule options.

Task 5-B: Conclusions

Present key findings to the Departments' leadership, highlighting critical insights and identifying operational gaps and opportunities.

Task 5-C: Short & Long-Term Recommendations

Propose strategies for short-term (five years) and long-term (fifteen years) improvements in service delivery and system efficiency, including staffing, work schedules, outcomes, financial implications, and mid-term strategies.

Task 5-D: Financial Projections

Provide general cost projections for key findings and recommendations, which may include adjustments to fleet, facilities, staff, or other resources, and may address options for long-term funding strategies, cost avoidance, and cost recovery.

Phase VI — Development, Review, & Delivery of Report

Task 6-A: Develop & Review Draft Report

The Consultant will produce an electronic draft report for review by the Departments and other County representatives as appropriate, with adequate opportunity for review, discussion, and revision prior to finalization.

Task 6-B: Delivery & Presentation of Final Report

Following incorporation of feedback, the Consultant will finalize and proofread the report and produce a final version in PDF format, culminating in a formal presentation (virtual or in-person, at the County's discretion) to the Departments summarizing essential findings and recommendations.

Project Deliverables

- Long-Range Feasibility / Master Plan Report
- Project presentation to Departments' leadership and/or County Council, as directed by the County

4. Anticipated Project Timeline

The County anticipates the project will be substantially completed within approximately eight (8) months of notice to proceed, though the County welcomes proposed alternate schedules. The timeline below is illustrative; proposers should provide their own proposed schedule in the Technical Proposal.

Project Phase	**Estimated Timeframe**
Phase I — Project Preparation & Onboarding	Prior to timeline start
Phase II — Review of Background Information & Scheduling	Month 1–2
Phase III — Site Visit & Stakeholder Input	Month 2–3
Phase IV — Evaluation of Current Conditions	Month 3–5
Phase V — Conclusions & Recommendations	Month 5–6
Phase VI — Development, Review, & Delivery of Report	Month 6–8

5. Proposal Submission Requirements

Proposers shall submit their response in two (2) separately sealed and clearly labeled parts: (1) the Technical Proposal, and (2) the Fee Proposal. The fee proposal may not be the sole determination in the selection process but shall serve as a portion of the criteria.

5.1 Technical Proposal (Sealed Separately — No Pricing)

The Technical Proposal shall not exceed [INSERT PAGE LIMIT, e.g., 30] pages, excluding cover page, tabs, and resumes, and shall contain:

- Cover letter signed by an individual authorized to bind the firm
- Firm overview, including years in business, office location(s), and organizational structure
- Relevant experience: at least three (3) comparable projects, but no more than six (6) completed within the last seven (7) years, including client name, contact information, scope, and outcome
- Key personnel resumes, roles, relevant credentials, and percentage of time committed to the project
- Proposed approach and methodology for each phase described in Section 3

- Proposed project schedule
- Identification of any subconsultants and their qualifications
- A minimum of three (3) professional public-sector references
- Any exceptions taken to this RFP or the County's standard contract terms

5.2 Fee Proposal (Sealed Separately)

The Fee Proposal shall be submitted using the form provided in Section 6 below (or a substantially similar format) and shall represent a not-to-exceed total project cost. Do not include fee or pricing information anywhere in the Technical Proposal.

6. Fee Proposal Form

Proposers shall complete the table below with their proposed fees by project phase. Add or adjust rows as necessary to reflect the proposer's own phase structure, provided the total scope of Section 3 is fully priced.

Project Phase	**Consulting Fees**	**Expenses**	**Total**
Phase I — Project Preparation & Onboarding	$	$	$
Phase II — Review of Background Information & Scheduling	$	$	$
Phase III — Site Visit & Stakeholder Input	$	$	$
Phase IV — Evaluation of Current Conditions	$	$	$
Phase V — Conclusions & Recommendations	$	$	$
Phase VI — Development, Review, & Delivery of Report	$	$	$
TOTAL NOT-TO-EXCEED COST			$

Hourly Rate Schedule

Proposers shall also provide a schedule of hourly billing rates by labor category, for use in the event additional services beyond the base scope are requested.

Labor Category	**Hourly Rate**
Senior Level Project Oversight / Subject Matter Expert	$
Project Manager / Senior Consultant	$
Consultant	$
Data Analyst	$
Administrative Support	$

Labor Category	Hourly Rate
[Add additional categories as needed]	$

7. Evaluation Criteria and Award

Consistent with Newberry County Code § 34.37(D)–(E), the following evaluation factors are listed in order of importance. Award will be made to the proposer whose proposal is determined to be most advantageous to the County, taking these factors into consideration; award is not required to be made to the lowest-priced proposer.

Evaluation Criterion	Weight
Qualifications and relevant experience of the firm and key personnel	25%
Proposed approach, methodology, and understanding of project scope	25%
Proposed project schedule and demonstrated capacity to meet it	15%
References and past performance on comparable projects	10%
Fee Proposal (value and reasonableness of proposed cost)	25%

The County Council will be the final decision making authority.

The Purchasing Director, or a selection committee designated by the County Administrator, may conduct discussions with responsible proposers for the purpose of clarification and to ensure full understanding of the requirements. All proposers under active consideration shall be accorded fair and equal treatment. The County may request oral presentations, interviews, or best-and-final offers from some or all proposers prior to final award.

8. Submission Instructions

- Proposal Deadline: [INSERT DATE AND TIME]
- Number of Copies: [INSERT NUMBER] hard copies of the Technical Proposal, [INSERT NUMBER] hard copies of the Fee Proposal (each sealed separately), and one (1) electronic copy of each (PDF)
- Delivery Address: Newberry County Purchasing Department, 1309 College Street, P.O. Box 156, Newberry, SC 29108
- Label each sealed envelope/package clearly: "RFP No. [INSERT NUMBER] — Fire/EMS Master Plan — Technical Proposal" or "... Fee Proposal", as applicable
- Point of Contact: [INSERT NAME AND TITLE], Newberry County Purchasing Department, [INSERT PHONE], [INSERT EMAIL]
- A pre-proposal conference [WILL / WILL NOT] be held on [INSERT DATE], at [INSERT LOCATION / VIRTUAL LINK]. [Indicate whether attendance is mandatory or optional.]
- All questions must be submitted in writing to the point of contact above by [INSERT DATE]. Answers will be issued in writing as an addendum to all firms known to have received this RFP.
- Late proposals will not be considered.

9. General Terms and Conditions

9.1 Right to Reject

The County reserves the right to reject any or all proposals, to waive minor informalities or irregularities, and to negotiate with any responsible proposer, when doing so is determined to be in the County's best interest.

9.2 No Guarantee of Award

Issuance of this RFP does not obligate the County to award a contract. All costs associated with preparing and submitting a proposal are the sole responsibility of the proposer.

9.3 Public Records

Proposals become the property of Newberry County. Contents of competing proposals will not be disclosed during negotiation, but will be open for public inspection after contract award, subject to the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 et seq. Proposers should clearly and specifically identify any information believed to be a protected trade secret or otherwise exempt from disclosure, citing the specific statutory basis; the County cannot guarantee confidentiality of information not properly identified and legally exempt.

9.4 Insurance and Bonding

The successful proposer must, prior to commencing work, provide proof of general liability insurance, workers' compensation coverage, and professional liability (errors and omissions) insurance, naming Newberry County as an additional insured where applicable, consistent with Newberry County Code § 34.65 and County risk management requirements in effect at the time of contract. Performance and/or payment bonds may be required at the County's discretion for the value and nature of this engagement.

9.5 Non-Discrimination and Equal Opportunity

Consistent with Newberry County Code § 34.45 and applicable federal and state law, it is the policy of the County to provide equal opportunity in its contracting and procurement activities and to prohibit discrimination on the basis of race, color, national origin, religion, sex, age, disability, or veteran status.

9.6 Sole Source / Non-Collusion

By submitting a proposal, the proposer certifies that the proposal is made without collusion with any other proposer and that the proposer has not been debarred or suspended from doing business with the State of South Carolina or any of its political subdivisions.

9.7 Appropriation of Funds

Any contract resulting from this RFP is subject to the annual appropriation of funds by Newberry County Council. Consistent with Newberry County Code § 34.86, the County's obligations under any resulting contract are contingent upon the availability of appropriated funds, and the contract may include a non-appropriation clause.

9.8 Termination

Any resulting contract will include provisions allowing the County to terminate for cause or for convenience, as further defined in the contract documents.

9.9 Governing Law

This RFP and any resulting contract shall be governed by the laws of the State of South Carolina, including the Newberry County Code of Ordinances, Chapter 34 (Purchasing), and, to the extent applicable, the South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-10 et seq.

9.10 Addenda

Any addenda to this RFP will be issued in writing and posted on the County's website. It is the proposer's responsibility to check for addenda prior to submission and to acknowledge receipt of all addenda in the Technical Proposal.

10. Attachments

- Attachment A — Fee Proposal Form (see Section 6; may be extracted as a standalone form)
- Attachment B — Non-Collusion / Certification Affidavit, if required
- Attachment C —Sample/Standard County Professional Services Agreement

Attachment B

FORM OF NON-COLLUSION AFFIDAVIT (This Affidavit is part of the RFP)

STATE OF: _____ COUNTY OF: _____

_____ Being duly sworn deposes and says that he is _____ (Sole Owner, Partner, President, Secretary, Etc.) of _____, the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said Vendor has not colluded, conspired, connived, or agreed, directly or indirectly, with any Vendor or person, to put in a bogus cost, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Cost Proposal of Affiant or any other Vendor, or to fix any overhead, profit or cost element of said Cost Proposal, or of that of any other Vendor, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted a response to this solicitation, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

_____ (Affiant) Subscribed and sworn to before me this _____day of _____, 2026.

_____ (Notary Public) My Commission expires: _____day of _____, 202___. (SEAL)

Attachment C

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

SERVICE AGREEMENT

This AGREEMENT is made and entered into on this ___ day of ____ 2026 by and between the County of Newberry, a political subdivision of the State of South Carolina, having its principal place of business at 1309 College Street, Newberry, SC 29108 ("County"), and _____ ("Contractor").

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

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of the Notice to Proceed and shall remain in effect until completion of work as stated in Request for Proposal ("RFP") #2026-16; Newberry County Fire Service Long-Range Feasibility / Master Plan Study.

2. SCOPE OF SERVICES. County is employing Contractor to provide all labor and materials for the professional consulting services for a long-range feasibility / master plan study of the fire and emergency medical services provided by the County of Newberry and the City of Newberry. The scope of services to be provided by Contractor is set forth more fully in the County Request for Proposal ("RFP") #2026-16, Contractor's Response, dated _____, to County RFP #2026-16, incorporated herein by reference.

3. PRICE. The County agrees to pay Contractor an amount, not to exceed, _____ unless agreed upon by both parties in writing. Payments will be made accordingly once the contractor has invoiced the County, and the County has accepted the work as having been completed to the scope described in the solicitation documents.

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with the level of care and skill exercised by all local, state and Federal regulations.

5. PAYMENT TERMS. Payment shall be made when Contractor has completed all work and the County has inspected, and authorized payment accordingly.

6. **NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County. As stated in Section 34.86 of the Procurement Ordinance such a clause essentially provides that if a future Council fails to appropriate sufficient funds to meet a contractual obligation for that future budget year, the contract can be terminated without penalty to the County, and without limiting the County's ability to appropriate other funds for the provision of similar goods or services in that future budget year or years.**

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

8. INSURANCE AND BONDING.

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

A. <u>THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR IT'S INTEREST</u> on all policies of insurance, except Worker's Compensation, Automobile Liability regarding ongoing operations, products and

completed operations, and this shall be noted on the face of the Certificate of Insurance.

B. Certificates for all such policies of insurance shall be provided by the ontractor's insurance agent or broker to the County prior to the Notice to Proceed. **Accordingly, Performance and Payment Bonds shall also be provided in the amount of 100% of the contract before commencement of work.**

C All Certificates of Insurance submitted shall be provided on the face of the certificate reference to County's RFP # 2026-16.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

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

Comprehensive General Liability:

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

Automobile Liability:

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

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

$1,000,000 Each Accident

$1,000,000 Disease, Per Employee

$1,000,000 Disease, Policy Limit

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

9. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

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

11. CONTROL OF JOB SITE AND ACTIVITY. Contractor shall be responsible for its activities, that of its employees on the site and the activities of its consultants, contractors and/or subcontractors for maintaining a safe job site.

12. 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.

13. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally

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

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

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

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

17. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY	CONTRACTOR
Ted Luckadoo, County Administrator County of Newberry 1309 College Street Newberry SC 29108	

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

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

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default

within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor.

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

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

19. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #2026-16 and Contractor's Response to County RFP #2026-16 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

A. This Agreement;

B. Amendment , where necessary

C. Contractor's Response to County RFP #2026-16;

D. County RFP #2026-16.

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

21. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

22. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Newberry County, South Carolina. For the purposes of venue, all suits or

causes of action arising out of this Agreement shall be brought in the courts of Newberry County, South Carolina.

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

WITNESSES:

CONTRACTOR

_____ By: _____

_____ Its: _____

COUNTY OF NEWBERRY

By: _____

Ted Luckadoo
County Administrator

ATTEST: _____

Andrew Wigger, Clerk to Council