

**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS**

RFP NO. 16-3528



**CASE MANAGEMENT SYSTEM
FOR INTERNAL AFFAIRS**

DUE: MAY 5, 2016

2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 16-3528

SEALED PROPOSALS will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, May 5, 2016. All qualified consultants/firms are invited to submit proposals to the City of Greenville for the following:

Case Management System for Internal Affairs

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

- SUBMIT:** One (1) unbound original, seven (7) bound copies and one (1) electronic copy of all requested documentation must be received on or before 2:00 P.M. ET, May 5, 2016.
- ADDRESS TO:** City of Greenville
Purchasing Division
City Hall, 7th Floor
Attention: Maribel Diaz
- MAILING ADDRESS:** P. O. Box 2207, Greenville, South Carolina 29602
- OFFICE ADDRESS:** 206 South Main Street, Greenville, South Carolina 29601
- E-MAIL:** mdiaz@greenvillesc.gov
- MARK OUTSIDE:** “RFP NO. 16-3528 – IACMS”

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR’S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or the matter shall be waived.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

OFFERORS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail mdiaz@greenville.gov.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at:

<http://www.greenville.gov/bids.aspx>

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., APRIL 28, 2016

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

Policy Concerning Minority and Woman Owned Business Enterprises

Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

Preference in Scoring Proposals

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

Required Forms

Firms submitting proposals are required to include OMB Forms 5A and/or 5B, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

Compliance with the South Carolina Illegal Immigration Reform Act

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Protest of Solicitation or Award

Solicitation - Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is

applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

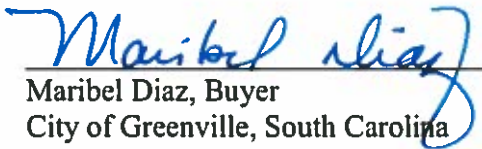
Award - Section 2.4. B. of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Consultant" "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina, this 11 day of April, 2016.

By: 
Maribel Diaz, Buyer
City of Greenville, South Carolina

Reviewed By:



Purchasing Administrator

4-15-16

Date



Chief of Police

4/12/16

Date



I.T. Manager

4/12/16


Date



Risk Manager

4-14-16


Date



OMB Director

4-15-16

Date



Legal Department

4-14-16

Date

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**CASE MANAGEMENT SYSTEM
FOR INTERNAL AFFAIRS
REQUEST FOR PROPOSALS
RFP No. 16-3528**

1.0. INTRODUCTION

1.1. Intent

The City of Greenville Police Department (“Department”) is soliciting written proposals for the purchase of IT-related hardware, software, maintenance and/or professional services, including training and data conversion/migration for the Department’s Internal Affairs Division.

1.2. Background

The Department is a full-service municipal police agency comprised of 243 sworn officers and civilian personnel. It has used the L.E.A. Administrative/Internal Affairs Software Suite for the past 10 years. Our current CAD system, a Motorola Printrak version 7.0.0.0804, is nearing end of life and set to be replaced within the next 24 months with a product of comparable stature. The Records Management System is a custom product designed, implemented, and maintained by the IT staff employed by the County of Greenville.

The Department has recently overhauled its internal investigation, adjudication and disciplinary processes and procedures, and incorporated a series of thirty-seven multipart conduct rules that govern expectations of employee behavior. Through this process, the Department also created process workflow diagrams. All of these policies and workflows are incorporated into and attached to this Request for Proposals (See Appendix A-F). The Department also manages a manually tabulated Early Intervention System to identify and evaluate employees involved with some frequency in at-risk events and behaviors.

The current software and data management of the Internal Affairs processes are largely manual in nature, including paper-based (PDF Form-fill) documents and limited manual data entry from these forms to the current software system. The existing system lacks capabilities in tracking and identifying outstanding cases, managing investigation/adjudication suspense times, evaluating supervisor efficiency in completing investigations, or completing some of the more complex analyses that police are expected to complete regarding uses of force, complaints, injuries, collisions, pursuits and forced entries. Furthermore, the Early Intervention System is manual in nature, produces no automated alerts and lacks any evaluative features or functions. Finally, none of the software interfaces with Active Directory or Microsoft Outlook to enable any level of alerting, system communication, case routing or links to cases in which recipients must take action.

2.0. SCOPE OF WORK

2.1. Summary

Purpose. The Department is seeking to fully automate its IACMS/EIS processes through software that incorporates data input, processing, adjudication and a variety of reporting features to enhance the Department's processing time, provide accurate analysis of data, and accurate compilation of statistical reports necessary for the effective management of the Department and for compliance with CALEA accreditation requirements.

General. The Department requires acquisition, installation, configuration and maintenance of an Internal Affairs Case Management and Early Intervention System (IACMS/EIS) that incorporates the Department's conduct rules and investigation/adjudication workflows and processes into one software system that enables employees and supervisors to directly enter and process case-related information with role specific access, hierarchical structuring and processing permissions. This user interface must be intuitive for users of varying levels of computer literacy.

Environment. The software must also provide full functionality within the City's existing secured network environment, including an Integrated Secured Network (wired and wireless), and must operate on Windows-based servers. A fully thin client solution is preferred, although not required. Software must be capable of running on the Department's current hardware running 64-bit Windows 7 Professional Pack 1, and 8 Gb Ram, and be upgradeable to newer versions of the Windows operating system in the future.

Special Interfaces. The Department expects implementing Body-Worn Cameras (BWCs) within the next six months. It is anticipated that the Department will select a vendor that provides a hosted storage and video management solution. The Department would prefer an IACMS/EIS that can link case-related BWC video from the hosted solution to IACMS/EIS case files without replicating the video or requiring the Department to separately store and maintain the video. Vendors responding to this RFP must address if/how they can fulfill this need and if they currently have working solutions with any BWC vendors and/or clients.

Core Features.

IACMS- Features must include data collection fields associated with the effective investigation, reporting and analysis of the following types of supervisor investigations: complaint (distinguishing external from internal complaints), use of force, non-force injury to subjects in custody, accidental firearms discharges, pursuit, employee collision, employee injury and forced entry. It must provide for adjudication dispositions and recording of discipline, and electronic transfer among supervisors and notifications of such transfers. The software must enable Internal Affairs System Administrators to activate or inactivate case investigations, and must provide queuing of actively assigned cases in a user-specific access screen.

EIS- The system must also provide for EIS alerting through an administrator configurable frequency table associated with each of the above categories of investigations and combination of events associated with different categories listed above. The EIS must provide fields for documentation of supervisor analyses and disposition types, including chain-of-command review and approval. The software must enable Internal Affairs administrative authority to activate or inactivate case investigations, and must provide queuing of actively assigned cases in a user-specific access screen.

2.2. System Specifications, Functions and Features

The IACMS/EIS should possess the following features and functional capabilities:

- a. Possess capability to enable not less than 350 personnel and/or workstations to utilize the software suite concurrently.
- b. Incorporate a unique identifier to track and manage Internal Affairs investigations for each case and year of investigation (e.g. 16-0001-16-XXXX).
- c. Enable multiple types of investigation categories to be incorporated into one investigation without duplication of data entry in common fields (e.g. pursuit and use of force as one investigation with two categories of investigation, etc.).
- d. Distinguish between external (public) and internal (employee/supervisor) initiated complaints against sworn and civilian personnel.
- e. Generate robust statistical reports cross-referencing any investigation types with case numbers, employees, subjects, race, gender, experience level, conduct rule violations, and action taken. The proposal should describe all statistical reporting capabilities in detail.
- f. Generate a concise, complete investigative case report capable of being printed for situations where an investigation report must be provided to a third party.
- g. Provide integration of information captured in any modules into a single database.
- h. Support the storing of employee information such as name, badge or I.D. number, date of birth, hire date, rank, promotion date, and supervisor.
- i. Incorporate automated notifications and acknowledgements of customizable employee Garrity warnings, requests for hearings prior to adjudication, and disposition/discipline.
- j. Preserve the status and assignment of each person involved at the time of a recorded incident.
- k. Display all components of an investigation in an intuitive fashion on a single screen.
- l. Support item attachment or linkages to include files such as documents, video, audio, electronic images. (Appendix G contains formats currently in use).
- m. Provide customizable form-fill data field pick lists to normalize data collection and reporting around common elements and nomenclature, and customizable reporting capability for events including, but not limited to: complaint, use of

force, non-force injury to in-custody subjects, accidental firearm discharge, pursuit, employee injury, employee collision, and forced entry.

- n. Person and event searches of active and inactive cases to facilitate easy access to case files and desired information
- o. Provide spelling-check capability for free text fields.
- p. Generate case status and conclusion letters to complainants and employees.
- q. Enable Administrator case management capabilities such as assigning/re-assigning a supervisor, activating or inactivating case investigations.
- r. Enable selection of the event disposition of incidents and discipline applied and any associated disposition free-text notes.
- s. Provide email alerts when scheduled events and significant dates/times approach.
- t. Provide hierarchical case viewing and editing authority (e.g. supervisors are only permitted to see or act upon cases involving employees who report to them, but not peers or others in separate sections of the Department).
- u. Provide customizable EIS alerting thresholds for individual events, or combinations of events.
- v. Customize warning thresholds for groups of employees such as divisions, shifts, sections, or supervisors.
- w. Allow user configuration of custom reports.

Respondents shall complete and return with their proposals the table titled "System Specifications, Functions and Features" (Attachment 1).

2.3. Professional Services

In addition, the Offeror is expected to provide the following professional services:

- a. Provide on-site user training and on-site system administration training.
- b. To map and convert an existing IA Microsoft Access 2013 database comprised of approximately 5,000 records spanning five years, see Appendix G. The conversion will include the need for eight (8) fields of which some fields will include free flowing text. They may include:
 - i. Case number
 - ii. Event type
 - iii. Date
 - iv. Employee (s) involved
 - v. Complainant/Subject
 - vi. Allegation(s)
 - vii. Disposition
 - viii. Discipline
- c. Integrate audio recordings, video, and images held outside of the access database within the new structure when files are converted (Appendix G contains information on the types of files utilized and volume of material held).

- d. Provide application maintenance and support services, including application upgrades during the term of the contract.

Respondents shall complete and return with their proposals the table titled "Professional Services" (Attachment 2).

2.4. CALEA Compliance Requirements

The IACMS/EIS shall comply with the following CALEA standards:

- a. Chapter 52, Standard 52.1.11 – Internal Affairs Module
- b. Chapter 52, Standard 52.2.2 – CEO Notification
- c. Chapter 52, Standard 52.2.4 – Informing complainant of investigation status
- d. Chapter 52, Standard 52.2.6 – Submission to tests/procedures
- e. Chapter 52, Standard 25.1.3 – Grievances
- f. Chapter 1, Standard 1.3.13 – Use of Force Review and Reporting
- g. Chapter 41, Standard 41.2.2 – Pursuit review and reporting
- h. Chapter 26, Standard 26.1.8 – Discipline
- i. Chapter 35, Standard 35.1.15 – Early Warning System

3.0 CONSULTANT PROJECT SUBMISSIONS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one (1) unbound original, seven (7) bound copies and one (1) electronic copy. The proposal must include the items specifically enumerated in section 3.2.

3.2 Proposal Development

a. Required content of proposal:

The detailed requirements set forth in the **Proposal Format** are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the vendor selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

b. Proposal format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

1) Transmittal Letter:

A transmittal letter must be submitted with the proposal which shall include:

- a) The RFP subject and Bid number.
- b) Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
- c) The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

2) Project Qualifications and Experience:

- a) Provide a brief description of the firm, the organizational structure, location of principal offices, and number of professionals that would be included in this project and their roles.
- b) Provide a minimum of three (3) project descriptions of previous work completed by the project team for similar scope, size, and applications. Include a reference (name of person, organization, telephone number, email address, project location) and brief project description for each project.

3) Technical Proposal:

- a) Provide an overall description of the proposed IACMS specifically highlighting the specifications, functions and features listed in section 2.2 above. Proposal should include functions and features that may be available but not listed in section 2.2. *Respondents shall also complete and return with their proposal the table titled "System Specifications, Functions and Features" (Attachment 1).*

- b) Provide an explanation of the technical requirements necessary for the proposed IACMS, to include:
 - i. System configuration
 - ii. The workstation operating system to be utilized
 - iii. The minimum suggested workstation configuration the system will run on
 - iv. The web browser capability
 - v. The type of web browser supported by the system
 - vi. Users' ability to manage the program via browser interface
 - vii. The database operating environment to be utilized
- c) Provide the server specifications for the proposed IACMS to include the storage capacity required. Proposal must address the following:
 - i. Server must be virtualized utilizing VMWare
 - ii. Redundant power supplies
 - iii. Required operating systems
 - iv. Proposed database
- d) Explain the security features and data requirements of the proposed IACMS including:
 - i. Description of User access
 - ii. Description of System Administration access
 - iii. Description of any available organizational hierarchy security schemas
 - iv. Other security considerations
 - v. Data migration
 - vi. Estimate about 1,000 case files per year

4) Professional Services:

- a) Describe in detail the professional services required to complete the services listed in section 2.3 above. *Respondents shall also complete and return with their proposal the table titled "Professional Services" (Attachment 2).*
- b) Give a timeline for cradle to grave implementation of this project.

5) Cost

The Proposer shall furnish and install all material, equipment, software, systems, and components necessary for a "turn-key" operation, and the successful Proposer shall be responsible to include all component(s) cost within the proposal for a total of five (5) years. Cost proposal shall include a breakdown of all fees associated with the proposed IACMS including, but not

limited to, startup fees, training fees associated with implementation, programming, yearly maintenance, annual fees, warranty, etc. In addition, all fees shall be expressed as first year and then each year after for a total of five years.

3.3 Proposal Evaluation Criteria

The City Staff Team will evaluate proposals based on the factors outlined within Section 3.3, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. The City Team reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

- 1) **System Specifications** *(Maximum 25 points)*
 - a) Adherence to the requirements listed in the systems specifications section and descriptive comments of functionality and features.
 - b) Particular consideration will be given to the proposed IACMS that can link case-related body worn camera video from the hosted solution to IACMS/EIS case files without replicating the video or requiring the Department to separately store and maintain the video.
- 2) **Technical Requirements, Server Specifications, Security & Data Requirements** *(Maximum 25 points)*
 - a) This criterion involves the evaluation of the IACMS that best suits the Departments needs as stated in the Scope of Work.
 - b) Proposer's responsiveness to the proposal requirements and guidelines.
- 3) **Professional Services** *(Maximum 20 points)*
- 4) **Cost** *(Maximum 20 Points)*

Attach a separate sheet titled **Cost Worksheet** itemizing each item of cost per year.
- 5) **Project Qualifications and Experience** *(Maximum 10 points)*

This criterion involves an evaluation of the qualifications, knowledge, and experience of the staff assigned to this project and of the successful projects completed by the proposed project team. This factor will also include an

assessment of the availability and ability of the firm to perform the Scope of Services in a timely manner.

- 6) **Compliance with City's Minority and Woman Owned Business Goal** *(5 points)*
Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. Credit is only given if the company submitting the proposal is a Minority or Woman Owned Business.


4.0 SELECTION PROCESS

- 4.1 A City Staff Team shall be formed to review and evaluate the proposals. The Team members shall complete evaluation forms giving consideration to information provided in the proposals.

The selection committee may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

4.2 Contract Negotiation

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Greenville.

	Greenville, SC Police Department GENERAL ORDER		
	Subject Rules of Conduct	Number 102A	Type Administrative
Effective Date Mar 01, 2015	Amends/ Rescinds 163A	Pages 11	Re-evaluation Annual-June
References CALEA			Notes

PURPOSE

A police officer acts as an official representative of government who is required and trusted to work within the law. The officer’s powers and duties are conferred by statute. The fundamental duties of a police officer include serving the community, safeguarding lives and property, protecting the innocent, keeping the peace and ensuring the rights of all with liberty, equality and justice. A police officer shall perform all duties impartially, without favor of affection or ill will and without regard to status, sex, race, religion, political belief or aspiration. All citizens will be treated equally with courtesy, consideration and dignity. Officers will never allow personal feelings, biases, animosities or friendships to inappropriately influence official conduct. The Greenville Police Department (GPD) Rules of Conduct sets forth the behavioral expectations consistent with this purpose statement.

1. **GENERAL CONDUCT**

Employees will conduct their private and professional lives in a manner that does not hinder the GPD's efforts to achieve its goals, violate its policies, or bring discredit upon the GPD or any employee of it.

2. **COMPETENCY**

Employees will establish and maintain sufficient competency to effectively perform their duties and carry out the responsibilities of their position and the function and objectives of the GPD. Incompetence may be demonstrated by, but not limited to, the following:

- 2.1. A lack of knowledge in the application of laws to be enforced
- 2.2. An unwillingness or inability to perform assigned tasks and duties
- 2.3. A failure to conform to work standards established for the employee’s rank, grade, or position
- 2.4. Poor performance in the fulfillment of one’s essential job functions
- 2.5. Repeated infractions of the rules, regulations, policies, or procedures of the GPD

- 2.6. A history of failing to maintain those skills required by the State of South Carolina certification as a police officer

3. **DUTY RESPONSIBILITIES**

- 3.1. All employees will take any action that is required by law or policy, or is responsible and appropriate in connection with the performance of any assigned duty.
- 3.2. Employees will not leave their assigned duty post during a tour of duty except as authorized by proper authority.
- 3.3. Employees will remain awake, alert, and attentive while on duty. If unable to do so, they will so report to their supervisor, who will determine the proper course of action.
- 3.4. Employees will assist any employee involved in an emergency situation or any other situation in which additional assistance would be critical to the successful performance of a GPD function, until such assistance is no longer necessary.
- 3.5. Employees will monitor all radio communications in accordance to their assignment and respond to all radio traffic directed to them.
- 3.6. Employees, while on duty, will return telephone, email or other messages within a reasonable time, unless otherwise directed by their supervisor.
- 3.7. All personnel of the GPD, when off duty, who have been issued a cell phone by the GPD will respond to all calls from supervisory or subordinate personnel in a reasonable amount of time.
- 3.8. While on duty, employees will not engage in any activities, personal business, or frequent phone calls, texting, emailing, engaging social media or otherwise using computer or smartphone functions which would cause them to neglect or be inattentive to their assigned responsibilities.
- 3.9. Officers will not drive a private vehicle to a post or assignment nor will they patrol a post or assignment with a private vehicle, unless authorized to do so by a supervisor.
- 3.10. While on duty and except for the convenience of driving more efficiently to another location within the city of Greenville, an officer will not leave



The Greenville, SC Police Department- An Accredited Law Enforcement Agency

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the city limits except as authorized by their supervisor or in the performance of a duty responsibility.

- 3.11. Employees will not use on duty time to substantially coordinate or otherwise perform functions or responsibilities of an off-duty job, without prior approval of the Chief of Police.

4. **REPORTING FOR DUTY**

- 4.1. Employees will report at the required time for any scheduled duty assignment, including court, training and off-duty work.
- 4.2. Employees may be required to report to duty in a declared emergency immediately upon receiving such direction from their supervisor or other competent authority.
- 4.3. Employees will be properly equipped and prepared to perform their duties.
- 4.4. Employees who are unable to report to a duty assignment will make telephonic contact with the appropriate supervisor at least thirty (30) minutes prior to the beginning of the scheduled assignment.

5. **ABSENCE FROM DUTY**

- 5.1. Employees will not be absent from duty, except as authorized by official leave and/or approved by competent authority, without notifying their supervisor to gain consent for absence.
- 5.2. Employees requiring relief from a duty assignment due to illness or other need shall notify and obtain approval from their supervisor prior to relief.
- 5.3. In seeking authorization for a duty absence, employees will not feign illness or injury, falsely report themselves or others sick, ill or injured, or otherwise deceive or attempt to deceive any official of the GPD to obtain such authorization.

6. **COURTESY**

- 6.1. Courtesy Toward the Public
 - 6.1.1. In the performance of their duties or while representing themselves as members of the GPD, employees will treat all people with dignity, respect and courtesy. Escalated situations that require



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stern measures or verbal escalations will be reviewed for appropriateness under the circumstance(s).

6.1.2. In performing their duties, employees will not express any prejudice concerning race, religion, national origin, gender, sexual orientation or other personal characteristics that offend another person.

6.2. Courtesy Toward Employees

6.2.1. Employees will treat all other employees of the GPD and the City of Greenville with dignity, respect and courtesy.

6.2.2. In performing their duties, employees will not express any prejudice concerning race, religion, national origin, gender, sexual orientation or other personal characteristics that offend another person.

7. **TRUTHFULNESS**

7.1. Employees will be wholly truthful when making any statements(s) in connection with their performance of official duties, whether or not under oath. This provision does not apply to the utilization of deception associated with interviewing or interacting with criminal suspects for the purpose of furthering an active criminal investigation or maintaining an undercover identity or disguise.

7.2. Employees are prohibited from intentionally failing to disclose information in connection with the performance of official duties, or violating General Orders or procedures, when the purpose of such nondisclosure or violation is to conceal suitability or unsuitability for duty of themselves or another, or for personal gain.

7.3. Employees shall not have materially falsified or intentionally failed to disclose any information relevant to suitability or fitness for employment with the GPD.

8. **COMPLIANCE WITH LAWS AND REGULATIONS**

8.1. Employees will not commit any acts or make any intentional omissions, which constitute a violation of any of the rules, policies, procedures, special orders, or other directives of the GPD.



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- 8.2. Employees will obey all laws of the United States and of any state and local jurisdiction in which they may be present, and will obey all administrative regulations enacted pursuant to local, state, or federal law.
- 8.3. Any employee who is identified as a suspect in, charged with or arrested for a violation of a criminal or traffic law or ordinance will report such fact in writing or via telephone to the Chief of Police as immediately as practicable, but within seventy-two (72) hours.

9. **DISCRETION**

- 9.1. Each employee will be held accountable for the sound use of discretion and the use of good judgment in the performance of his duties. This performance will be measured by giving consideration to the facts of each situation and what actions a reasonable officer under the same circumstances would have taken.
- 9.2. Officers are permitted to use several alternatives to physical arrest of violators, such as referrals, written or verbal warnings, issuance of citations or the use of criminal summonses in certain non-violent criminal situations. Officers are expected to apply the minimum level of enforcement reasonably necessary to achieve peace, safety or compliance with law.

10. **DUTY TO REPORT VIOLATIONS OF LAWS, ORDINANCES, RULES, AND DIRECTIVES**

- 10.1. Employees having knowledge that they or other employees have violated or are violating laws, ordinances, GPD conduct rules, General Orders, Special Orders, or Standard Operating Procedures will report it immediately to their supervisor or to a supervisor in the Professional Standards Division.
- 10.2. If the violation involves one or more members within the employee's chain of command, the employee is expected to carry the issue to the next higher level in the chain-of-command, until the chain-of-command is exhausted. The employee may also bring sensitive issues directly to the Professional Standards Division, Human Resources or report them through the City's Employee Complaint Hotline.

11. **TAKING OFFICIAL ACTION WHILE OFF DUTY**



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- 11.1. Off-Duty employees will take official action in emergency or unusual circumstances when such action is necessary to avoid injury or other serious consequences. Such action is defined, at a minimum, as the notification of proper authorities.
- 11.2. Off-Duty employees will not become involved in neighborhood disputes or quarrels, in an official capacity, except in an emergency or unusual circumstance when such action is necessary to avoid injury or other serious consequences.

12. **BIAS-BASED POLICING**

Officers shall not consider race/ethnicity, national origin, gender, sexual orientation/identity, socio-economic status, religion, and age (Class) in carrying out law enforcement activities, except when credible, locally relevant information links a person or people of a specific Class to a specific unlawful incident(s), criminal pattern(s), or scheme(s).

13. **ARREST, SEARCH, AND SEIZURE**

- 13.1. Officers will not make any arrest, search or seizure, which they know, or should know, is not in accordance with the law and/or GPD procedure.
- 13.2. For voluntary and involuntary traffic and pedestrian stops, officers will neither request nor conduct searches by consent, without prior articulable reasonable suspicion or probable cause that contraband or evidence of a crime may be present on the person or in the place to be searched.

14. **USE OF FORCE**

- 14.1. Officers will use no more force than reasonable and necessary to overcome subject resistance in the lawful performance of their duties, and will do so in accordance with GPD procedures and the law.
- 14.2. Officers will comply with GPD procedures concerning the reporting, documentation and investigation of the use of physical force.

15. **DRIVING**

- 15.1. Employees will obey all traffic laws while driving under normal conditions and will drive with due regard for the safety of others.



- 15.2. Officers will only initiate, participate or continue in a pursuit in accordance with the GPD general order that governs pursuits.
- 15.3. Officers will notify a supervisor of any event which an officer knows, or should know, qualifies as a pursuit.
- 15.4. Officers will only initiate and continue with an emergency response in accordance with the GPD general order governing emergency responses.
16. **TRANSPORTING MEMBERS OF THE PUBLIC IN CITY VEHICLES**
- 16.1. Employees may transport members of the public in city vehicles if the transportation is duty related. Employees will ensure that passengers comply with current seat belt laws.
- 16.2. Employees with take-home vehicles are permitted to use that vehicle in compliance with General Order titled “Departmental Vehicles.”
17. **USE OF EQUIPMENT**
- 17.1. Employees will utilize City or GPD equipment, including any vehicle, computer and radio, only for its intended purpose and in accordance with all laws and GPD or City (HR-30) purposes and procedures.
- 17.2. Employees will not intentionally damage, abuse, or lose GPD equipment.
- 17.3. Officers will carry and use firearms only in accordance with law and established GPD general orders or directives governing such use.
18. **INTERFERENCE WITH DUE PROCESS**
- Employees shall not directly or indirectly attempt to or actually interfere with, or otherwise interrupt the lawful and proper administration of justice.
19. **COURT APPEARANCES**
- 19.1. If an employee has been summoned or subpoenaed to testify on behalf of a party adverse to the GPD or the City of Greenville, he/she is required to provide the summons or subpoena to and notify the Chief of Police in writing *prior* to testifying in such action.
- 19.2. Employees will not testify as an expert witness against the GPD or the City of Greenville.



19.3. Employees must notify the Chief of Police in writing if they intend to testify as an expert witness for or against another agency.

19.4. If testifying in a court where the employee is not officially representing the City of Greenville and/or the GPD, no police uniform or equipment will be worn or used in that court.

20. **RESPONSIBILITY FOR SAFETY AND SECURITY OF PERSONS AND PROPERTY**

Employees shall ensure that reasonable measures are taken to provide safety, protection and security for persons and property coming under their care and control because of arrest or other police action.

21. **IMPROPER USE OR DISPOSAL OF PROPERTY AND EVIDENCE**

Employees will not convert to their own use, manufacture, conceal, dispose of, destroy, remove, tamper with or withhold any property or evidence in connection with an investigation or other police action, except in accordance with established GPD procedures.

22. **GRATUITIES AND SOLICITATIONS**

22.1. Employees will neither solicit nor accept, directly or indirectly, any gift, gratuity, loan service, fee, reward, promise or other thing of value from any commercial organization, person, or firm without the express written approval of the Chief of Police. This rule applies to situations in which the acceptance of anything of value may serve or be perceived to influence any employee in the performance of their duties. This Rule does not prohibit:

22.1.1. Unsolicited discounts or services offered to all officers or employees so long as the employee does not profit by reselling the item or offering the service to another.

22.1.2. Acceptance of GPD approved awards, including money, given to an employee by a publicly recognized organization or person in recognition of outstanding service or achievement.

22.1.3. Acceptance by an employee of money or gifts on behalf of the GPD with approval of the Chief of Police. Such items accepted shall be of benefit to the GPD as a whole or for a charitable cause that is sponsored in whole or in part by the GPD.



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- 22.2. Solicitation of funds from outside sources for major programs, activities, or events that serve the GPD's objectives may be approved by the Chief of Police.
23. **ABUSE OF POSITION**
- 23.1. Employees will not use their official position or identification for:
- 23.1.1. Personal or financial gain.
 - 23.1.2. Obtaining privileges not otherwise available to them except in the performance of their duty.
 - 23.1.3. Avoiding the consequences of illegal acts.
 - 23.1.4. To cause an investigation or arrest in their own private disputes or in those involving family or friends, except to report suspected victimization or criminal conduct as any other member of the public is otherwise entitled.
- 23.2. An employee will not lend to another person his/her official identification card, badge, or permit such items to be photographed or otherwise reproduced without the prior approval of the Chief of Police.
- 23.3. An employee will not permit the use of his/her name, photograph, or official title that identify him/her as a police officer or as an employee of GPD, in connection with testimonials or advertisements of any commodity or commercial enterprise or purpose, without the prior written approval of the Chief of Police.
- 23.4. Employees will take no part, either directly or indirectly, in sales promotions, solicitations, fund raising campaigns, or similar activities for personal gain or benefit of commercial enterprise while representing themselves as police officers or as employees of the GPD, without the prior written approval of the Chief of Police.
- 23.5. While engaging members of the public in an official capacity, employees will not recommend or suggest the employment or procurement of a particular product, or professional or commercial service.
- 23.6. Employees will not interfere with or attempt to influence the lawful business of any person.



- 23.7. Employees are not permitted to represent or act on behalf of private interests or plaintiffs during any proceeding before any agency of the City or in any action or proceeding against the City.
24. **ASSOCIATION WITH CRIMINALS**
- Employees will avoid associations with persons or groups who they know, or should know, are involved in criminal activity, are under criminal investigation or indictment, who have a serious criminal record, or, those persons or groups which advocate hatred, persecution or oppression of any person or group, except as necessary to the performance of official duties or where unavoidable due to family relationships.
25. **POSTING OF BAIL BOND**
- No employee will become surety on a bail bond for any person other than a member of his/her immediate family.
26. **IMPAIRING SUBSTANCES**
- 26.1. Employees will not consume, purchase, or possess any intoxicating beverage or any illegal, controlled or non-controlled impairing substance while in uniform, on duty, on City-owned or leased premises, or in a city owned vehicle, except in the performance of duty and while acting with approval from a superior officer. The purchase of prescription and non-prescription medications for oneself or a family member is permitted.
- 26.2. Employees will not appear for duty, or be on duty, or in a city owned vehicle, while under the influence of an illegal, controlled or non-controlled impairing substance, alcohol, or with the odor of an alcoholic beverage on their breath.
- 26.3. Employees who are in a scheduled standby or on-call status will not consume or be under the influence of intoxicants.
- 26.4. Any employee on duty or reporting for duty while visibly affected by the use of an impairing substance will submit to a breathalyzer test and/or other diagnostic tests to support an administrative investigation only, consistent with City policy governing such processes.



- 26.5. No employee will report for duty while taking prescribed or over the counter medications that affect their ability to properly or safely perform their assigned duties.

27. SUBMISSION OF REPORTS

- 27.1. Employees will submit or review and approve/reject all necessary reports, records, property and evidence in accordance with the established GPD procedure, prior to the end of their duty day unless directed otherwise by a supervisor or commander.
- 27.2. Reports and records submitted by employees will be accurate and complete.
- 27.3. Employees will not destroy or, without authorization, remove from its proper location any official record, police report, or GPD paperwork, except by lawful authority.

28. RELEASE OF INFORMATION

- 28.1. Employees shall treat the official business of the GPD as confidential and will not disseminate to unauthorized individuals any information regarding GPD operations or investigations that is not public record or otherwise required by law, without approval from a supervisor.
- 28.2. Employees shall not publicly divulge the identity of persons giving confidential information in a criminal investigation, unless ordered by a court of law.
- 28.3. Employees are prohibited from accessing and using any information available through City, County or other investigative, criminal justice or employee databases, for personal interest or other personal purposes.

29. POLITICAL ACTIVITY

- 29.1. Public employees shall not use the prestige of their position on behalf of any political candidate, faction, or party.
- 29.2. Public employees shall not take part in any municipal political campaigns while on duty.
- 29.3. Public employees shall not promise an appointment to any municipal position as a reward for any political activity.



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30. USE OF TOBACCO PRODUCTS

- 30.1. Employees will not use tobacco products when it would be offensive, unlawful, or inappropriate and should be considerate of others when using tobacco products.
- 30.2. Employees are prohibited from using tobacco products inside City-owned or leased vehicles, inside City-owned or occupied facilities, within twenty five feet of any such building entrance or exit, or at the exterior of a parking structure within ten feet of an entrance or exit.

31. UNIONS AND ORGANIZATIONS

- 31.1. The State of South Carolina is a right to work state. However, any employee may belong to an employee association of their choice. Neither the GPD nor any employee will coerce or discriminate against any employee in the exercise of the right to join or not to join an employee organization.
- 31.2. Employees will not engage in any strike, work slowdown, Blue Flu, unreasonable or selective enforcement of the law, or other concerted failure to report for duty for the purpose of inducing, influencing, or coercing a change in conditions, compensation, rights, privileges, or obligations of employment.

32. PERSONAL INFORMATION REQUIREMENTS

- 32.1. Employees will have a functioning telephone for which the employee constantly maintains service and is able to be reached by supervisors and commanders of the GPD.
- 32.2. Employees will ensure that all GPD and City Human Resources databases contain up-to-date telephone contact and address information.
- 32.3. Employees who operate motor vehicles as a condition of their employment will maintain a valid driver's license consistent with the requirements of state law or GPD policy.

33. PROPER IDENTIFICATION

All employees whether uniformed or plain clothed, will identify themselves verbally and by displaying their badge or identification card before taking any



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official action, except when not feasible or appropriate for operational purposes or where their identity is obvious.

34. **SUPERVISION**

34.1. Supervisors are charged with ensuring compliance with all applicable laws, GPD policies, General Orders and Standard Operating Procedures by those employees under their supervision. Supervisors are responsible for investigating and reporting all known violations to their immediate supervisor.

34.2. All GPD employees who supervise any other GPD employee will perform their duties completely, diligently, promptly, professionally, and satisfactorily.

35. **CHAIN OF COMMAND**

Employees are expected to honor their chain-of-command when presenting formal recommendations, registering formal complaints, or attempting formal resolution of problems.

36. **INSUBORDINATION**

Employees will promptly obey any lawful order or direction of a supervisor. This includes any lawful order or direction relayed from a supervisor by an employee of the same or lesser rank. If an employee does not understand or finds conflict in the direction given to him or her, the employee will seek clarification from a supervisor. Failure to seek such clarification shall not excuse an act of insubordination.

37. **HARASSMENT AND DISCRIMINATION**

No employee may discriminate against or engage in any verbal, physical or visual behavior that belittles or demeans any individual on the basis of race, color, religion, gender or sexual orientation, age, national origin, veteran status, disability, or genetic information. For additional information, please consult City policies HR-17 and HR-18.


Kenneth C. Miller,
Chief of Police

Date



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	Greenville, SC Police Department GENERAL ORDER		
	Subject Philosophy of Discipline	Number 103A	Type Administrative
Effective Date TBD	Amends/ Rescinds New	Pages	Re-evaluation Annual-March
References CALEA			Notes

1. **PURPOSE**

The Greenville Police Department (GPD) has a well-established tradition of serving the community with integrity and in a professional manner. To maintain that tradition and continue improving the quality of service the GPD provides to the community, each and every employee must accept the responsibility for their role in maintaining integrity, quality and high professional standards.

2. **DISCIPLINARY AUTHORITY**

The public grants the police considerable authority to act on its behalf in the effort to create an environment free of crime, drug abuse, violence and disorder. In most encounters with the public, police employees utilize their authority in an appropriate manner, however, there are times when citizens have legitimate questions concerning its application. Unfortunately, there are also times when that authority has been abused. Therefore, it is critical that a system of discipline be established that contributes to minimizing abuse of authority and promotes the GPD's reputation for professionalism.

The most effective disciplinary system is one that combines the reinforcement of the right set of prescribed values with clearly established behavioral standards. Each employee of the Greenville Police Department must understand and be guided by the standards that have been established within GPD policies, rules, regulations and procedures. In police work, like many other professions, it is not possible to anticipate every situation that may arise or to prescribe a specific course of action in each scenario, therefore we expect all employees to exercise common sense and good judgment.

When interacting with peers and members of the public, employees are expected to conduct themselves in a manner that convey values of honesty, integrity, respect, trust, accountability and stewardship. In turn, our employees can expect to be treated fairly, honestly and respectfully by all members of the GPD.

The GPD strives to make its expectations as clear as possible to employees. Furthermore, it equally strives to ensure that the consequences for failing to meet these expectations are clearly established. While both of these goals are difficult to meet, the latter is obviously more complex. There are often circumstances that may

have contributed to errors of judgment, or poor decisions, that need to be considered when determining the appropriate consequences and/or the most effective form of corrective action.

3. **CONSISTENCY AND FAIRNESS**

In the application of discipline, the GPD is guided by consistency and fairness. For the Greenville Police Department, **consistency** is defined as holding everyone equally accountable for unacceptable behavior and **fairness** is examining and understanding the circumstances that contributed to the behavior; while applying the consequences in a way that reflects this understanding. In order to ensure that employees are treated in a **consistent** and **fair** manner, the application of consequences for behaviors that are not in keeping with the expectations of the GPD will be based upon a balanced consideration of several factors.

4. **FACTORS IN CONSIDERING DISCIPLINE**

A number of factors that are considered in the application of discipline are identified and discussed below. All of these factors will not apply in every case. Some factors may not apply to the particular set of circumstances. Also, there may be a tendency to isolate one factor and give it greater importance than another. These factors should generally be thought of as being interactive and having equal weight, unless there are circumstances associated with an incident that would give a factor greater or lesser weight. In the sole discretion of the GPD, the factors which will be considered in disciplinary matters include the following.

- 4.1. Employee Motivation: The Police Department exists to serve the public. One factor in examining an employee's conduct will be whether or not the employee was operating in the public interest. An employee, who violates a policy in an effort to accomplish a legitimate police purpose that demonstrates an understanding of the broader public interest inherent in the situation, will be given more positive consideration in the determination of consequences than one who was motivated by personal interest.
- 4.2. Degree of Harm: The degree of harm an error causes is an important aspect in deciding the consequences of an employee's behavior. Harm can be measured in a variety of ways. It can be measured in terms of the monetary cost to the GPD and community. An error that causes significant damage to a vehicle for example could be examined in light of the repair costs. Harm can also be measured in terms of the personal injury the error causes such as the consequences of an unnecessary use of force. Another way in which harm can be measured is the impact of the error on public confidence. An employee who engages in criminal behavior — selling drugs for example — could affect the public confidence in the police if the consequences do



not send a clear and unmistakable message that this behavior will not be tolerated.

4.3. Intentional/Unintentional Errors: Employees will make errors that could be classified as intentional and unintentional.

4.3.1. An **unintentional** error is an action or decision that turns out to be wrong, but at the time it was taken, seemed to be in compliance with policy and was the most appropriate course of action based upon the information available and analyzed from the viewpoint of a reasonable officer. **Unintentional** errors also include those momentary lapses of judgment or acts of carelessness that result in minimal harm (for example, backing a police cruiser into a pole, failing to turn in a report, etc.). Employees will be held accountable for these errors but the consequences will be more corrective than punitive, unless the same errors persist.

4.3.2. An **intentional** error is an action or a decision that an employee makes that is known or should be known to be in conflict with law, policy, procedures or rules at the time it is taken. Generally, intentional errors will be treated more seriously and carry greater consequences. Within the framework of intentional errors there are certain behaviors that are entirely inconsistent with the responsibilities of police employees. These include lying, theft, or physical abuse of citizens and other equally serious breaches of the trust placed in members of the policing profession. The nature of the police responsibility requires that police officers be truthful. It is recognized however, that it is sometimes difficult to determine if one is being untruthful.

4.3.3. Some types of misconduct by police employees can be so egregious as to undermine the very public support and trust we rely upon to conduct our work and ensure that we are safe and supported in doing it. In these circumstances, the department will make every effort to separate the employee from the department. These include, but are not limited to, the following:

4.3.3.1. Intentionally engaging in an effort to be untruthful, which includes misrepresenting or withholding facts.

4.3.3.2. Engaging in intentional or serious physical abuse of citizens.



4.3.3.3. Engaging in theft.

4.3.4. Employee Experience and Training: The experience and training of the employee will be taken into consideration as well. A relatively new employee or a more experienced employee in an unfamiliar assignment will be given greater consideration when judgmental errors are made. In the same vein, employees who make judgmental errors that would not be expected of one who has a significant amount of experience or training may expect to receive more serious sanctions.

4.3.5. Employee's Past Record: To the extent allowed by law and policy, an employee's past record will be taken into consideration in determining the consequences of a failure to meet the department's expectations. An employee that continually makes errors can expect the consequences of this behavior to become progressively more punitive. An employee that has a record of few or no errors can expect less stringent consequences. Also, an employee whose past reflects hard work and dedication to the community and GPD will be given every consideration in the determination of any disciplinary action.

4.4. Following the careful consideration of all applicable factors in any disciplinary review, every effort will be made to determine consequences that consistently and fairly fit each specific incident. The rationale for disciplinary decisions will be explained as clearly as possible.

Kenneth C. Miller
Chief of Police


Date



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	Greenville, SC Police Department GENERAL ORDER		
	Subject Internal Investigation, Adjudication and Employee Rights	Number 167A6	Type Administrative
Effective Date TBD	Amends/ Rescinds 167A5	Pages	Re-evaluation Annual - July
References CALEA			Notes Replaces Internal Affairs

1.0 PURPOSE

The purpose of this General Order is to establish a procedure to: address employee misconduct in a uniform manner, to protect the public from abuse of authority by police officers, to provide the public with a fair and effective process for receiving, investigating and adjudicating complaints against police employees, to protect employees from false allegations, and to ensure that employees are consistently treated fairly.

2.0 POLICY

- 2.1 The Greenville Police Department (GPD) shall thoroughly investigate all credible allegations of employee misconduct, including anonymous allegations, whether received from a citizen or an employee of the GPD. In addition, the GPD will conduct administrative investigations into certain incidents due to the sensitivity and/or magnitude of the incident, even when a citizen complaint is not received.
- 2.2 All complaint investigations shall be completed, fully documented and adjudicated by the chain of command or the Chief of Police, regardless of whether an employee is separated for any reason from his or her employment with the GPD.
- 2.3 All employees of the GPD are subject to discipline under the provisions of this General Order. Generally, these investigations will be conducted within the GPD, but there may also be incidents that are best investigated by another unit of government, such as the Human Resources Department or the City Attorney’s Office.
- 2.4 Any employee who violates the oath of office, the laws of the United States, the State of South Carolina, or the City of Greenville; or, who violates any provisions of City Policy, GPD Rules, General Orders, Special Orders, Standard Operating Procedures; or, who disobeys the lawful order of a supervisor; or, who is incompetent in the performance of duties, is subject to disciplinary action.

3.0 PROCEDURE

- 3.1 The Professional Standards Division will maintain all allegations of employee misconduct and completed investigations.
 - 3.2 All credible allegations of misconduct and complaints against an employee of the GPD will be thoroughly investigated and documented. All allegations will be deemed credible unless the complainant has demonstrated a history of filing allegations that are malicious or without merit and the allegation being evaluated can be reasonably articulated to be malicious or without merit. In such situations, the Professional Standards Division commander will consult with the Chief of Police for a decision to investigate the allegation. The Professional Standards Division will retain a file for any such allegation and the articulable reasons for deeming the complaint to be malicious or without merit.
 - 3.3 All investigations of employee misconduct require review and disposition by the employee's chain of command, and review by the Professional Standards Division for ensuring thoroughness, consistency and fairness.
 - 3.4 When an employee's continued presence at work would be a detriment to the efficiency of the GPD or to public safety, the Chief of Police or his designee may place an employee on administrative leave with pay for a period not generally to exceed ten (10) working days. Initial action may be taken prior to the employee being provided with an opportunity to explain or justify his or her behavior. When such initial action is taken, the employee shall be notified in writing of the action and reason(s) supporting such action.
- 4.0 **RECEIVING AND PROCESSING ALLEGATIONS OF EMPLOYEE MISCONDUCT**
- 4.1 Complaint Reception
 - 4.1.1 Complaints will be accepted from any source including, but not limited to, in-person, mail, email, or telephone. Supervisors must make reasonable and diligent efforts to obtain a statement from any complaining party.
 - 4.1.2 Every complaining party will be immediately connected with a supervisor or to the Professional Standards Division so that the complaint can be received.
 - 4.1.3 Subject to Section 3.2 above, every complaint, which if true would constitute a violation of any rule(s) in General Order 102A, Rules of



Conduct, must be thoroughly investigated. Alleged violations will be investigated by the Professional Standards Division, unless otherwise determined to be best investigated by another police division or City department, such as Human Resources or the City Legal Department.

4.1.4 Any allegation of employee misconduct serious enough to require immediate action, such as administrative suspension from duty, must be referred to the Chief of Police or his designee, with the exception of situations requiring emergency relief from duty. In such circumstances, a first level supervisor or higher may relieve an employee from duty on an emergency basis when in the best interest of the GPD. Following this action, that supervisor will immediately notify his or her Captain, who will be responsible for immediately notifying the Professional Standards and the Chief of Police.

4.2 Complaint Processing

4.2.1 Professional Standards, supervisors and commanders will make every effort to fully investigate and adjudicate a complaint, including employee notification of complaint disposition, within sixty (60) days of its reception.

4.2.2 Complaints will be investigated by the responsible unit as outlined in Appendix A of this General Order, unless otherwise directed by the Chief of Police or the Professional Standards Division commander.

4.3 Notifying Complainants of Case Status and Final Dispositions

4.3.1 The supervisor responsible for investigating a complaint shall notify Professional Standards to send the complainant a letter acknowledging receipt of the complaint and the intention to fully investigate it.

4.3.2 The Professional Standards Division commander will ensure that the complaining party and the accused employee are notified in writing of case investigation status every thirty (30) days.

4.3.3 The Professional Standards Division commander will brief the Chief of Police about any cases in which there is an actual or anticipated delay in an investigation beyond their control that would extend a case adjudication beyond sixty (60) days.



- 4.3.4 Commanders for the accused employee will ensure the accused employee is notified in writing of complaint disposition and that the signed acknowledgement is attached to the case file.
- 4.3.5 With any sustained allegation, commanders for the accused employee shall ensure that the General Order 103A, Philosophy of Discipline, governs the assessment of appropriate discipline and that all participants adjudicating the sustained allegation vocalize their perspective around each of the five factors of consideration (motivation, degree of harm, intentionality, employee experience, and past record).
- 4.3.6 The adjudicating commander shall be responsible to summarize in writing the findings and rationale for discipline in sustained allegations. This summary shall be provided to the accused employee in memorandum form, with a copy to the Professional Standards Division commander.
- 4.3.7 Professional Standards Division shall notify all complainants in writing of the complaint conclusion, including rights and process of appeal to the Commission on Fire and Police Practices. Professional Standards Division will attach the record to the employee's personnel file.
- 4.3.8 A process flowchart is attached to this General Order as Appendix B.

5.0 **EMPLOYEE MISCONDUCT INTERVIEWS AND INVESTIGATIVE PRACTICES**

5.1 Investigation Procedure

- 5.1.1 The investigating supervisor shall complete a thorough investigation by conducting or causing to be conducted the following measures:
- 5.1.1.1 Identifying, interviewing and collecting or accurately summarizing statements from all material witnesses and involved employees;
- 5.1.1.2 Photographing the incident scene and any evidence, if applicable, and preferably prior to movement or removal from the scene;



- 5.1.1.3 Collecting and submitting any evidence necessary for retention and further examination;
- 5.1.1.4 Properly downloading and labeling all video/audio evidence, whether from Mobile Video Recorders, Body Worn Video Cameras, or from stationary/facility, employee or witness personal video/audio recording devices;
- 5.1.1.5 Determining and recording the accurate sequence of events that precipitated the incident and underlying reasons for actions taken by employees of the GPD;
- 5.1.1.6 Identifying points of law and/or policy through which an employee's actions must be evaluated and ensuring that the investigation is sufficiently thorough in evaluating those actions against governing law.
- 5.1.1.7 Completing all necessary Risk Management documents in situations involving injury or damage to equipment;
- 5.1.1.8 Providing an accurate synopsis and investigative report of the event to Professional Standards and to the accused employee's chain of command.

5.2 Interviews

- 5.2.1 Interviews will be conducted at a reasonable hour, based upon the urgency of the investigation and the work schedule of the interviewee. Employees subject to an administrative interview outside of scheduled duty hours will be given notice at least three (3) hours prior to the interview, unless unusual circumstances necessitate an immediate interview.
- 5.2.2 The supervisor will inform the person interviewed of the name and rank of all persons present during the interview, whether they join the interview in person or via telephone.
- 5.2.3 The interviewing supervisor will notify the employee's supervisor when requesting an employee to leave assigned duties and/or area of assignment for purposes of the interview.
- 5.2.4 The investigating supervisor will inform the employee in writing of the nature of the allegations or complaint against him or her. If a complaint/allegation is received, said employee will be notified, in writing of the complaint/allegation within ten (10) calendar days of



receipt. This notification may be delayed (postponed) if such notification would jeopardize an investigation into the employee's involvement in misconduct or criminal activity.

- 5.2.5 The interviewer will permit the person being interviewed to have a reasonable rest period if the interview is unusually lengthy.
 - 5.2.6 The interviewer shall not subject the person being interviewed to any offensive or abusive language, or threaten an employee with dismissal or other disciplinary action.
 - 5.2.7 The interviewer will prepare a signed copy of the employee's acknowledgment of their administrative rights and responsibilities under *Garrity v. New Jersey* (US Supreme Court, 1967), or recorded affirmation of same and maintain it with the complaint investigation file.
 - 5.2.8 All interviews conducted by the Professional Standards Division will be recorded. Upon the conclusion of the investigation, the employee being interviewed may request a copy of his or her statement, if transcribed. Any such request will be accommodated in a reasonable time.
- 5.3 Employee Participation in an Interview
- 5.3.1 The employee must answer all questions, presented by any interviewer throughout the administrative investigation, with the whole truth.
 - 5.3.2 The employee is required to fully participate in the administrative investigation. Any attempt to avoid full participation shall be determined to be insubordination and will result in separate disciplinary action.
 - 5.3.3 During an interview for a complaint investigation, the employee being interviewed will not be permitted to have counsel present or involved. The employee may elect to have a supervisor present, subject to the following conditions:
 - 5.3.3.1 The supervisor must not be one who is directly involved in the incident being investigated.



- 5.3.3.2 The supervisor shall not interfere with or complicate the interviewer's efforts to conduct and complete the investigation.
- 5.3.4 The employee shall be informed in writing (or orally, if conducted via telephone and the conversation recorded) that he or she has no Fifth Amendment Constitutional right to refuse to answer questions relating to the noted administrative investigation and that statements made by them or evidence directly derived from self-incriminating statements cannot be used to prosecute the interviewed employee (United States Supreme Court decisions: *Garrity v. New Jersey*, 1967; *Uniformed Sanitation Men v. Commissioner of Sanitation*, 1970; and, *Kastigar v. United States*, 1972).
- 5.3.5 The interviewing supervisor shall inform the employee of the opportunity to select whether he or she wants the allegations to be adjudicated with or without a hearing, subject to the provision of Section 6.1.2 of the General Order.
- 5.4 Criminal investigations shall not be conducted by the Professional Standards Division. Any allegation involving violations of criminal law, or an administrative investigation revealing such allegations, shall be referred to the Chief of Police or his designee for subsequent criminal investigation by the Investigations Division, SLED or other outside agency, if necessary.
- 5.5 Polygraph Examinations
- 5.5.1 A polygraph examination administered as a tool to assist in an administrative investigation must be approved by the Chief of Police.
- 5.5.2 An employee subjected to an administrative investigation is required to submit to a polygraph examination if, in the GPD's sole discretion, such investigative tool is deemed necessary for the completion of the administrative investigation. If so required, an employee cannot refuse to submit to the examination.
- 5.5.3 An employee subjected to an administrative investigation may themselves request a polygraph examination. This request must also be approved by the Chief of Police.
- 5.5.4 Employees subjected to a polygraph examination as part of a criminal investigation will have the right to refuse the examination. If the employee waives that right and consents to the examination,



he or she will be reminded that any information received as a result of the examination can be used in both criminal and administrative actions.

5.5.5 Pre-polygraph interview periods shall be focused and sufficiently brief to accomplish the pre-polygraph interview objectives.

5.6 Searches

5.6.1 Employees are on notice that all property of the City of Greenville and the GPD is subject to inspection at any time, without inappropriate delay. This property includes, but is not limited to: desks, lockers, storage spaces, work areas, rooms, offices (on or off site), administered equipment, information systems (computers, mobile devices, electronic messages, emails, social media postings and records of various types, etc.), and vehicles. City property may be searched to retrieve any city property, or to determine the existence of any work related misconduct, if there is reason to suspect evidence of such misconduct is present.

5.6.2 Private property may be stored in the above-mentioned areas; however, *the employee has no expectation of privacy in those areas or while using any information systems or communication facilities of the City.*

5.6.3 Only employees acting in an official supervisory and/or internal investigative capacity may be authorized to search or inspect these areas.

5.6.4 By utilizing City of Greenville telephone lines, voice mail and other telephonic and electronic facilities, an employee consents to conversations through such facilities being recorded and/or monitored.

5.7 Other Investigative Methods

In the course of investigating employee misconduct, other investigative methods may be necessary from time to time to help fully investigate and resolve such allegations. These methods may include, but are not limited to:

5.7.1 In addition to routine monitoring of the City's information systems and communication facilities, surveillance may be authorized by following an employee, utilizing GPS, computer keystroke tracking



and monitoring devices, or other electronic devices on City or GPD equipment, if such surveillance may help reveal information directly related to allegations of misconduct under investigation. Surveillance operations will be managed by the Professional Standards Division and shall only occur under the authorization of the Chief of Police.

- 5.7.2 The use of employee photographs and lineups may be permitted from time to time, but any use of photographs or lineups must follow the same procedures that the GPD requires for criminal investigations, must be conducted solely by the Professional Standards Division, and the process and photographs used must be fully documented in the investigative case file.
- 5.7.3 Any utilization of blood-alcohol drug testing, medical or other laboratory examinations in internal investigations will be in compliance with other GPD and City of Greenville Human Resources policies governing such testing.
- 5.7.4 Employees may be required to submit such personal records as financial documents, telephone service records, handwriting samples or other documentation relative to an administrative investigation.
- 5.7.5 The Chief of Police may request and utilize the assistance of another law enforcement agency in investigating any allegation of employee misconduct.

6.0 CHAIN OF COMMAND REVIEW AND ADJUDICATION OF COMPLAINTS

- 6.1 An employee's chain of command shall review and adjudicate all allegations of misconduct.
 - 6.1.1 An employee accused of misconduct shall have the opportunity to elect one of three options for adjudication:
 - 6.1.1.1 A hearing by his or her chain of command
 - 6.1.1.2 A hearing by his or her chain of command only if, upon initial review, they are inclined to sustain the complaint
 - 6.1.1.3 Permit the chain of command to adjudicate the allegation(s) without a hearing



- 6.1.2 A hearing to adjudicate the complaint may be required by the division commander or the Chief of Police, in his or her sole discretion.
- 6.1.3 An allegation of misconduct designated by Appendix A as requiring division-level review, shall be adjudicated by the employee's chain of command up to and including the captain or equivalent non-sworn administrator position.
- 6.1.4 An allegation of misconduct designated by Appendix A as requiring Department-level review shall be adjudicated by the employee's chain of command up to and including the Chief of Police.
- 6.1.5 The Chief of Police may choose to investigate or adjudicate a division-level allegation at the Departmental level.
- 6.1.6 Through the Professional Standards Division, any employee accused of misconduct whose case requires Departmental-level review, may request an independent chain of command review up to, yet not including the Chief of Police.
- 6.1.6.1 In requesting an independent chain of command review, an employee must describe in writing the reasons that he or she believes that his or her actual chain of command cannot provide a fair hearing. The Chief of Police will assess the reasonableness of the request and in his sole discretion, the Chief's decision shall be final.
- 6.1.6.2 Because the maintenance of organizational and individual discipline is among the highest priorities of the GPD, an independent chain of command review is a possible option only under certain reasonable and justifiable circumstances –it is not guaranteed upon request.
- 6.2 Peer Member of the Chain of Command Review Board
- 6.2.1 An employee may elect to have a peer participate as a full member of the chain of command review board when a hearing is requested or required for a Departmental-level allegation, as provided by Appendix A.
- 6.2.2 The peer shall not serve as an advocate for the accused employee; rather, the peer shall serve as an objective arbiter of the facts while



bringing to the chain of command the perspective of someone who operates in a similar capacity as the accused employee.

6.2.3 The peer shall be free to ask questions and make recommendations for disposition and discipline to fulfill his or her responsibilities.

6.2.4 Peer Selection Process:

6.2.4.1 The peer will be selected from a pool of all eligible employees in the accused employee's job classification. If no pool of employees exists within the accused employee's job classification, a peer will be selected from a similar class of employees.

6.2.4.2 The peer may not be a probationary employee, be involved in the case to be heard, have disciplinary action pending, have disciplinary action taken against him or her within the previous twenty-four (24) months, or be on suspension or other leave.

6.2.4.3 The Professional Standards Division provides two randomly selected peer employee names to the accused employee, who selects one or rejects both. If the employee rejects both of these peer names, the Professional Standards Division will provide two more names for the employee to select one. The employee must then select one of the two names, defer the choice to the Professional Standards Division commander, or waive his or her right to a peer.

6.2.4.4 The Professional Standards Division commander may require the replacement of any peer for just cause.

6.3 The presence of or access to an employee's counsel during the hearing is not permitted.

7.0 ADJUDICATION OF ALLEGATIONS OF EMPLOYEE MISCONDUCT

7.1 Chain of command review processes shall be conducted in a manner that renders sufficient information about the events and an employee's actions to fully adjudicate the case, and to effectively apply the GPD's Disciplinary Philosophy where any result is a sustained violation. There are two means of chain of command review: In situations where an employee waives his or her right to a hearing, a review of the investigation is conducted by the employee's supervisor and commanders. In situations where the employee



requests a hearing, the review will include a hearing before a Chain of Command Review Board (CCRB). To provide this fairness and prevent undue influence upon lower ranking members of any CCRB by higher ranking members, the following procedures shall be followed:

- 7.1.1 All employees will have an opportunity to review the completed investigation and allegations against them in advance of any hearing date.
 - 7.1.2 All questioning of witnesses and an accused employee shall begin with the lowest ranking member of the CCRB and end with the Chairperson of the CCRB.
 - 7.1.3 The CCRB shall interview witnesses and then accused employees. Accused employees are not permitted to cross-examine other witnesses.
 - 7.1.4 Adjudication recommendations shall begin with the lowest ranking member of the board and end with the Chairperson of the CCRB. The Chairperson will always make the final decision of adjudication.
 - 7.1.5 In cases of sustained misconduct, a review of each and all elements of the GPD Disciplinary Philosophy will occur with each member of the CCRB. This process shall begin with the lowest ranking member and end with the Chairperson. The Chairperson will communicate the final conclusions of the CCRB to the accused employee, including the rationale supporting such conclusions.
 - 7.1.6 The Professional Standards Division shall be represented in all hearings, but will serve only as a resource to the review board and overall process manager. Such representatives may question witnesses, question the accused employee, and answer or point out information related to the investigation, policy or training. They are prohibited from directly recommending dispositions or discipline, but may request a review with the Chief of Police, should they feel that the CCRB failed in meeting its obligations of consistency and fairness.
- 7.2 Each allegation of employee misconduct must be adjudicated in one of the following ways:



- 7.2.1 **Sustained:** The allegation is supported by sufficient evidence to prove that the allegation is true. The weight of proof is the legal standard of *preponderance of the evidence*.
- 7.2.2 **Not Sustained:** There is insufficient evidence to either prove or disprove the allegation to the legal standard of *preponderance of the evidence*.
- 7.2.3 **Exonerated:** The incident giving rise to the complaint or allegation occurred, but the investigation revealed that the employee's actions were justified, lawful and proper.
- 7.2.4 **Unfounded:** The allegation is clearly false or the facts show that the accused employee could not have committed the violation.

7.3 The accused employee will be notified in writing of the final disposition and any corrective action or discipline, and shall also include the supporting rationale for the discipline. This written notification will be presented within five (5) consecutive calendar days of the hearing or disposition. The employee shall sign and date receipt of the document, which does not suggest agreement with its contents.

7.4 The employee may attach a written statement to any disposition. The reply will be included in the investigative case file.

7.5 Supervisors are responsible to ensure that any sustained complaint and related discipline be documented in their employees' current annual performance appraisals.

8.0 CORRECTIVE ACTION GUIDELINES FOR SUSTAINED ALLEGATIONS OF MISCONDUCT

8.1 Any internal investigation that results in a *Sustained* disposition requires appropriate disciplinary action by the Chief of Police or authorized designee.

8.2 All disciplinary decisions will be guided by an active discussion of the GPD's Philosophy of Discipline (G.O. 103A) and must be defensible within its context.

8.3 All records of training, counseling and/or reprimand, which are a result of a complaint investigation, shall be incorporated as an attachment within the respective incident case file. Commanders are responsible to ensure these documents are provided to the Professional Standards Division.



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9.0 POSSIBLE PENALTIES

- 9.1 Employees holding the rank of Chief of Police, Captain, or Administrator may impose the following disciplinary penalties against an employee of the GPD:

Discipline	Chief	Captain/ Administrator
Counseling	X	X
Written Reprimand	X	X
Suspension from Duty	X	
Demotion in Rank	X	
Employment Termination	X	

- 9.2 Captains or Administrators may administer reprimands to employees. For recommended actions greater than a reprimand, they must prepare a recommendation to the Chief of Police, who will make the final determination of discipline.
- 9.3 Employees are prohibited from engaging in law-enforcement related secondary employment while on suspension from the GPD.

10.0 APPEALS OF DISCIPLINARY ACTION

- 10.1 Employees who have completed their probationary period have the right to appeal any suspension, demotion or employment termination in accordance with the following procedures:
- 10.1.1 The employee will be allowed ten (10) calendar days to prepare and submit a formal written appeal in memorandum form, stating the specific grounds or reasons for the appeal. Appeals will be delivered to the proper authority as set forth in Section 10.1.2 and 10.1.3 below, and a copy must be provided to the Professional Standards Division.
- 10.1.2 Appeals of written reprimands imposed by a Captain or Administrator shall be made to the Chief of Police within ten (10) calendar days.
- 10.1.3 Appeals by an employee of suspensions, demotions in rank or employment termination by the Chief of Police shall be made to the City's Human Resources Director within thirty (30) calendar days of imposition, who will prepare the appeal for the Commission on



Fire and Police Practices (Sworn personnel only) or the Peer Review Panel (Non-sworn personnel only).

11.0 RELEASE OF EMPLOYEE INFORMATION IN ADMINISTRATIVE DISCIPLINARY ACTION

Under the South Carolina Freedom of Information Act (SCFOIA), employee disciplinary investigation and discipline records can be considered public information. While the GPD is neither required nor inclined to produce any such records without a SCFOIA request, the Chief of Police may elect to release such information, in whole or in part, to assist in the maintenance of order within the GPD, the City of Greenville, and the maintenance of the public trust.

Kenneth C. Miller
Chief of Police

Date



Appendix A: Conduct Rules and Adjudication Authority

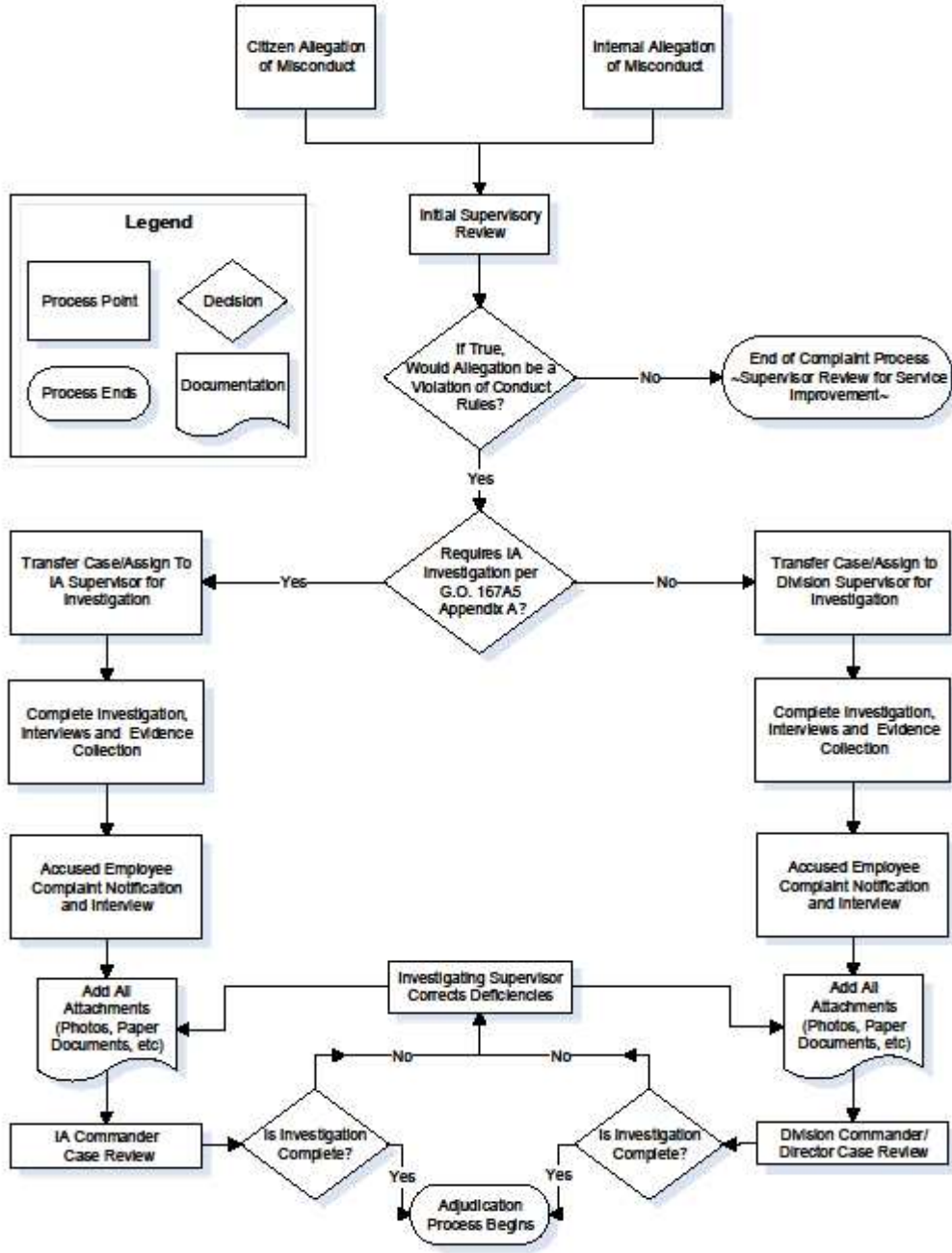
Conduct Rule	Title	Adjudication Level
1	General Conduct	Chief of Police
2	Competency	Chief of Police
3	Duty Responsibilities	Division Commander
4	Reporting for Duty	Division Commander
5	Absence from Duty	Chief of Police
6	Courtesy	Division Commander
7	Truthfulness	Chief of Police
8	Compliance with Laws and Regulations	Chief of Police
9	Discretion	Division Commander
10	Duty to Report Violations of Laws, Ordinances, Rules and Directives	Chief of Police
11	Taking Official Action While Off Duty	Chief of Police
12	Biased-Based Policing	Chief of Police
13	Arrest, Search and Seizure	Chief of Police
14	Use of Force	Chief of Police
15	Driving	Division Commander
16	Transporting Members of Public in City Vehicles	Division Commander
17	Use of GPD Equipment	Division Commander
18	Interference with Due Process	Chief of Police
19	Court Appearances	Division Commander
20	Responsibility for Safety and Security of Persons and Property	Division Commander
21	Improper Use or Disposal of Property and Evidence	Chief of Police
22	Gratuities and Solicitations	Chief of Police
23	Abuse of Position	Chief of Police
24	Association with Criminals	Chief of Police
25	Posting of Bail Bond	Chief of Police
26	Impairing Substances	Chief of Police
27	Submission of Reports	Division Commander
28	Release of Information	Division Commander
29	Political Activity	Chief of Police
30	Use of Tobacco Products	Division Commander
31	Unions and Organizations	Chief of Police
32	Personal Information Requirements	Division Commander
33	Proper Identification	Division Commander
34	Supervision	Chief of Police
35	Chain of Command	Division Commander
36	Insubordination	Chief of Police
37	Harassment	Chief of Police



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Appendix B: Greenville Police Department Complaint Investigation Process



**Administrative Investigation
Rights and Responsibilities Notification**

I, _____, understand that I am being interviewed by _____ in relation to an administrative investigation. I have been advised and understand my rights and obligations related to this administrative investigation, as outlined below:

Rights and Responsibilities

I understand and acknowledge that I am obligated to fully participate in any internal administrative investigation involving allegations of employee misconduct or violations of Departmental or City policies. Participation includes, but is not limited to, submitting to interviews, providing statements and/or documents and materials or other forms of evidence and information to supervisors tasked with investigating any such alleged misconduct or policy violation. Under, **Garrity v. New Jersey, 385 U. S. 493 (1967)**, I understand that any statement or information derived from my participation in an internal investigation may not be used in a criminal investigation or proceeding against me, and will not be supplied to any persons conducting a criminal investigation without my awareness and consent.

Because no protection against self-incrimination applies to internal investigations, I am required to fully participate and to truthfully answer all questions posed to me. Failure to participate, or to answer truthfully and with the whole truth, could result in disciplinary actions up to and including my employment termination. I understand that omitting pertinent information in an internal investigation shall be deemed as untruthful conduct.

Signature

I understand my rights and responsibilities as outlined above.

Employee

Date

Witness

Date

Notification of Allegation of Misconduct

Allegation(s)

I, _____, have been advised by _____ that I am being administratively investigated for an alleged violation of Rule(s) of Conduct _____. I understand my rights and obligations related to this administrative investigation, as outlined below:

Rights and Responsibilities

I understand and acknowledge that I am obligated to fully participate in any internal administrative investigation involving allegations of employee misconduct or violations of Departmental or City policies. Participation includes, but is not limited to, submitting to interviews, and providing statements, documents and materials or other forms of evidence and information to supervisors tasked with investigating any such alleged misconduct or policy violation. Under, **Garrity v. New Jersey, 385 U. S. 493 (1967)**, I understand that any statement or information derived from my participation in an internal investigation may not be used in a criminal investigation or proceeding against me, and will not be supplied to any persons conducting a criminal investigation without my awareness and consent.

Because no protection against self-incrimination applies to internal investigations, I am required to fully participate and to truthfully answer all questions posed to me. Failure to participate, or to answer truthfully and with the whole truth, could result in disciplinary actions up to and including my employment termination. I understand that omitting pertinent information in an internal investigation shall be deemed as untruthful conduct.

Adjudication

Under the provisions of General Order 167A6, I may elect one of the options below as my preferred method of complaint adjudication:

- I request a Chain of Command Review Board hearing.
- I request a hearing by a Chain of Command Review Board ONLY if any member of my chain of command is inclined to:
 - sustain any allegation against me; or,
 - sustain any allegation against me that would result in discipline more severe than counseling or a written reprimand.
- I waive any hearing and request my Chain of Command simply adjudicate the allegation(s) against me

If a Chain of Command Review Board hearing was selected, select one of the following two options:

- I request peer participation in the hearing; or,
- I decline peer participation in the hearing

Signature

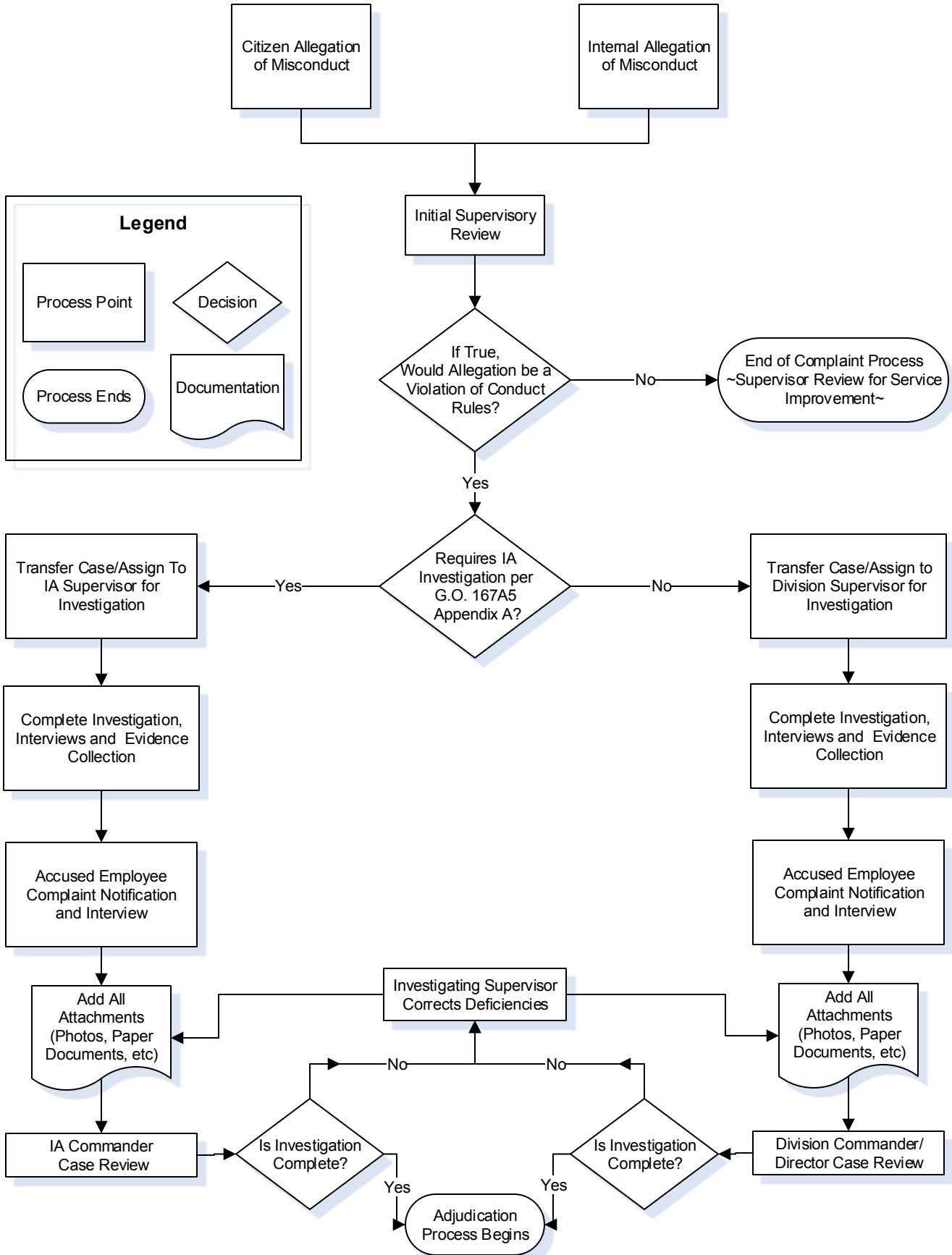
I understand my rights and responsibilities as outlined above.

Employee

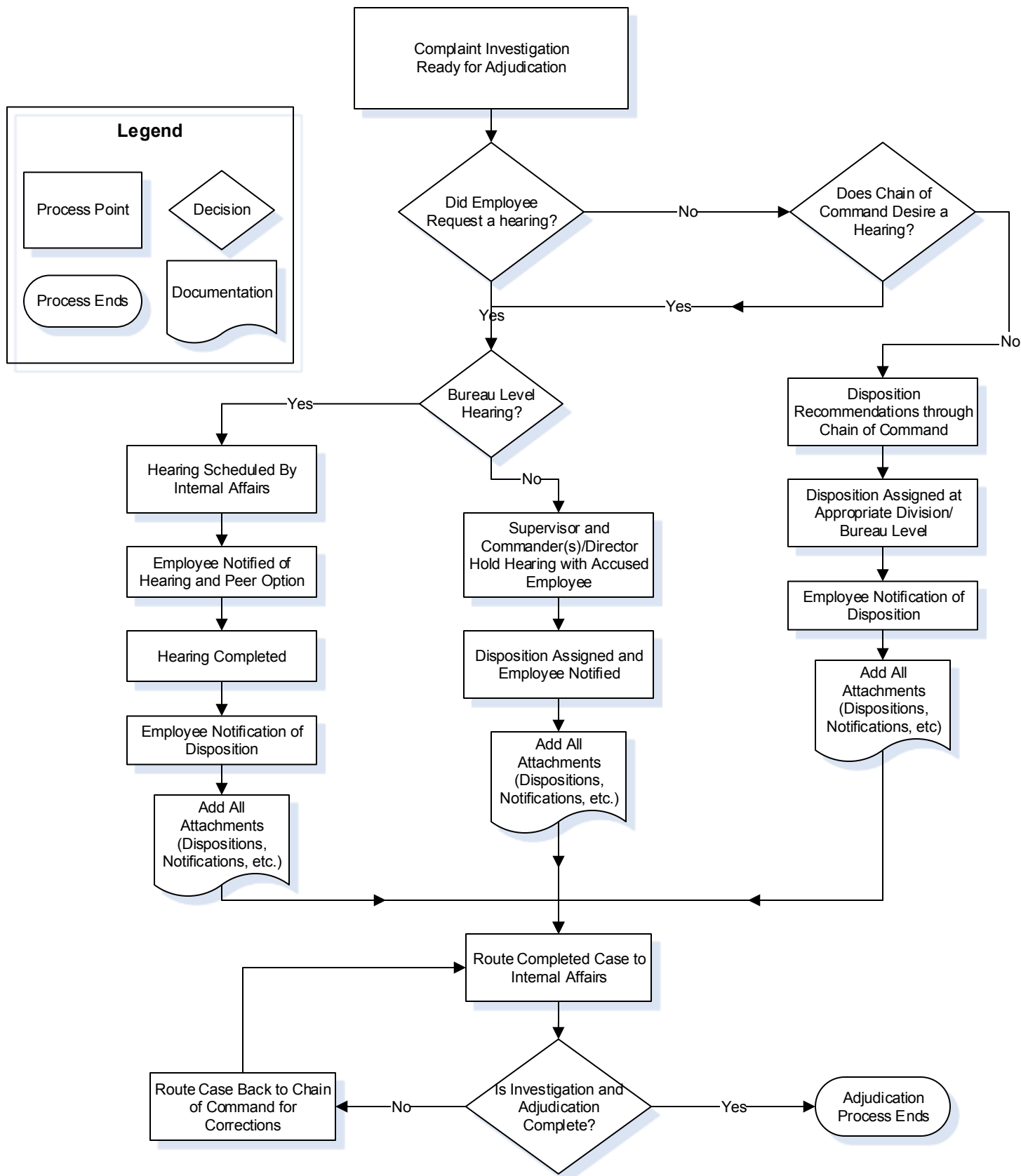
Date

Witness

Date



Complaint Adjudication Process



Internal Affairs Electronic Data Requirements

Formats Used Access, Word docs, Excel, Powerpoint, Publisher, Outlook, .wav, .mdb, .mpg, .m4a, .mwa, .dss, .mp3, .avi, .flv, .m4v, .mwv, .bmp, .gif, .jpg, .png, .pdf

2015 Usage 42.3 GB

2016 Forcasted

Usage 200 GB (Now using video recorded interviews)

Internal Affairs

Database: L.E.A. DATA (Law Enforcement Administrative Database)

Software: MICROSOFT ACCESS

Current Data

Usage: 25MB

Database

Type: ACCIDENTS, PHYSICAL DAMAGE, VEHICLE PURSUITS

1015 Records (2008 through present)

42 Fields (26 pick lists, 12 free text, 3 check boxes, 1 auto-fill)

COMPLAINTS (INTERNAL/EXTERNAL)

354 Records (2008 through present)

65 fields 25 pick lists, 34 free text, 6 check boxes, 3 auto-fill)

EMPLOYEES (CURRENT AND FORMER)

471 Records

39 fields (16 pick lists, 21 free text, 2 check boxes)

PERSONNEL DOCUMENTS

1393 Records

21 fields (8 pick lists, 5 free text, 1 button, 4 check boxes, 3 auto fill)

USE OF FORCE

2123 Records

56 fields (25 pick lists, 24 free text, 7 check boxes, 2 auto-fill)

Internal Affairs Electronic Data Requirements

Word
Processing,
Audio,
Photos

TRANSCRIPTS AND RECORDED INTERVIEWS

2011 through Present

Photos - 893 MB .jpeg

Recorded Interviews - 8.5 GB .wav, 2.65 GB .dss

Investigation Summaries and Transcripts - 73 MB .doc

System Specifications, Functions and Features Table

	YES	NO
a. Possess capability to enable not less than 350 personnel and/or workstations to utilize the software suite concurrently.		
b. Incorporate a unique identifier to track and manage Internal Affairs investigations for each case and year of investigation (e.g. 16-0001-16-XXXX).		
c. Enable multiple types of investigation categories to be incorporated into one investigation without duplication of data entry in common fields. (e.g. pursuit and use of force as one investigation with two categories of investigation, etc.)		
d. Distinguish between external (public) and internal (employee/supervisor) initiated complaints against sworn and civilian personnel.		
e. Generate robust statistical reports cross-referencing any investigation types with case numbers, employees, subjects, race, gender, experience level, conduct rule violations, and action taken. The proposal should describe all statistical reporting capabilities in detail.		
f. Generate a concise, complete investigative case report capable of being printed for situations where an investigation report must be provided to a third party.		
g. Provide integration of information captured in any modules into a single database.		
h. Support the storing of employee information such as name, badge or I.D. number, date of birth, hire date, rank, promotion date, and supervisor.		
i. Incorporate automated notifications and acknowledgements of customizable employee Garrity warnings, requests for hearings prior to adjudication, and disposition/discipline.		
j. Preserve the status and assignment of each person involved at the time of a recorded incident.		
k. Display all components of an investigation in an intuitive fashion on a single screen.		
l. Support item attachment or linkages to include files such as documents, video, audio, electronic images. (Appendix G contains formats currently in use)		
m. Provide customizable form-fill data field pick lists to normalize data collection and reporting around common elements and nomenclature, and customizable reporting capability for events including, but not limited to: complaint, use of force, non-force injury to in-custody subjects, accidental firearm discharge, pursuit, employee injury, employee collision, and forced entry.		
n. Person and event searches of active and inactive cases to facilitate easy access to case files and desired information.		
o. Provide spelling-check capability for free text fields.		

System Specifications, Functions and Features Table

	YES	NO
p. Generate case status and conclusion letters to complainants and employees.		
q. Enable Administrator case management capabilities such as assigning/re-assigning a supervisor, activating or inactivating case investigations.		
r. Enable selection of the event disposition of incidents and discipline applied and any associated disposition free-text notes.		
s. Provide email alerts when scheduled events and significant dates/times approach.		
t. Provide hierarchical case viewing and editing authority (e.g. supervisors are only permissioned to see or act upon cases involving employees who report to them, but not peers or others in separate sections of the Department).		
u. Provide customizable EIS alerting thresholds for individual events, or combinations of events.		
v. Customize warning thresholds for groups of employees such as divisions, shifts, sections, or supervisors.		
w. Allow user configuration of custom reports.		

Professional Services Table

	YES	NO
a. Provide on-site user training and on-site system administration training.		
b. To map and convert an existing IA Microsoft Access 2013 database comprised of approximately 5,000 records spanning five years.		
c. Integrate audio recordings, video, and images held outside of the access database within the new structure when files are converted. (Appendix G contains information on the types of files utilized and volume of material held).		
d. Provide application maintenance and support services, including application upgrades during the term of the contract.		

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONSULTANT

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

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and
 Property Damage \$1,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles,

or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits
Employers Liability Insurance - \$500,000 - Each Accident
\$500,000 - Disease Each Employee
\$500,000 - Disease Policy Limit

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail to mteal@greenville.gov within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-

insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant 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 vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

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

PROPOSAL SUBMISSION SHEET

The following documents must be included with this Request for Proposal:

1. RFP Signature Form (must be signed in ink)
2. Attachment 1, System Specifications, Features and Functions table
3. Attachment 2, Professional Services
4. Certificate of Insurance showing present coverage
5. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
6. Ethics in Public Contracting Certification
7. Non-Collusion Affidavit
8. Small / Woman-Owned / Minority Business Enterprise Form
9. OMB Form 5A
10. OMB Form 5B
11. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
12. Certification of Compliance with the South Carolina Illegal Immigration Reform Act

SIGNATURE FORM

CITY OF GREENVILLE SOUTH CAROLINA RFP NO. 16-3528

OFFEROR'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a solicitation.

Bidder has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

1. City of Greenville Business License Number _____

2. Name of Insurance Carriers:

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers' Compensation _____	Expires _____
Professional Liability _____	Expires _____

3. Offeror's Information:

Offeror _____

Post Office Box _____ Zip _____

Street _____ Zip _____

City _____ State _____

Telephone _____ Fax _____

Email _____

*Signature _____ Title _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

7. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
8. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
9. Such Bid is genuine and is not a collusive or sham Bid;
10. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
11. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this ____ day of _____, 20____

(signature)

My commission expires _____



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEIN): _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer, state title: _____

(Name - Please Print)

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **www.sctax.org**

City of Greenville
Identification of M/WBE Participation (OMB Form 5A)

 (Name of Bidder/Proposer)

do hereby certify that on this project, we will use the following M/WBEs as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	* Minority Category

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of M/WBE contracting will be (\$)_____.

**City of Greenville M/WBE Program
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of _____
(Name of Bidder/Proposer)

I have made a good faith effort to comply under the following areas checked:

- Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- Attended prebid meetings scheduled by the City.
- Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS	
Is this a small business? Yes No	A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)	
Is this a woman-owned business? Yes No	A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.	
Is this a minority-owned business? Yes No If Yes, please indicate minority group: ___ Asian American ___ Black American ___ Hispanic American ___ Native American	A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.	
Is this a disabled-owned business? Yes No	A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.	
Is this a veteran-owned business? Yes No	A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.	
Is this a disabled veteran-owned business? Yes No	A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.	
Are the individuals who own, control and operate this business U.S. citizens? Yes No		
Is this business a non-profit organization? Yes No		
Is this business incorporated? Yes No		

* Submit copy of certification certificate, as applicable

CERTIFICATION OF COMPLIANCE WITH THE
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

I, _____, hereby state and declare that I am the
(name)

_____ of _____, and
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered

into with the City of Greenville, that _____
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-

subcontractors performing services under any contract with the City of Greenville to verify

any new employees' status, per the terms of the South Carolina illegal Immigration Reform

Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

(name of official)

Date: _____