



**Hughes Main Library  
Select Window, Exterior Metal Wall Panel  
and Louver Replacement  
IFB # 10-25-20**

**Greenville County Library System  
25 Heritage Green Place  
Greenville, SC 29601**

<https://www.greenvillelibrary.org/>

Phone: 864-242-5000

**GREENVILLE COUNTY LIBRARY SYSTEM**

**25 HERITAGE GREEN PLACE, GREENVILLE, SC 29601**

**IFB # 10-25-20**

**SCHEDULE**

ADVERTISE ON 10/25/20

November 04, 2020	Mandatory Pre-Bid Meeting will be held at 10:00am, Eastern Time, in Meeting Room C at the Hughes Main Library, 25 Heritage Green Place, Greenville, SC 29601.
November 10, 2020	All questions must be submitted in writing to Greg Hester, Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601, or by email, <a href="mailto:ghester@greenvillelibrary.org">ghester@greenvillelibrary.org</a> by 4:00pm Eastern Time.
November 17, 2020	Bids must be delivered to Greenville County Library System Administration, 25 Heritage Green Place, Greenville, SC 29601 no later than 12:00 noon Eastern Time.
November 18 – 20, 2020	<b>Review</b> of Bids
November 23, 2020	Tentative date of <b>Award</b>

**GREENVILLE COUNTY LIBRARY SYSTEM**

**HUGHES MAIN LIBRARY SELECT WINDOW, EXTERIOR METAL WALL PANEL  
AND LOUVER REPLACEMENT**

**IFB # 10-25-20**

**I. Introduction**

The Greenville County Library System is requesting sealed bids from contractors to replace select windows, exterior metal wall panels, and louvers at the Hughes Main Library.

**II. Scope of Work**

Base Bid work includes:

- Removal of existing exterior wall panels, louvers and windows and replacement with new metal wall panels, louvers and windows (shorter in length) to raise roof flashing heights at the raised circular penthouse.
- Provision and installation of new air/moisture barrier with sealed transitions at fenestrations.
- Three window systems on the West end of the building. Removal of existing windows and new window flashings/sealants at the existing weather resistant barrier (WRB)/air moisture barrier).

**III. Mandatory Pre-Bid Meeting**

A mandatory Pre-Bid Meeting will be held November 04, 2020 at 10:00 am, Eastern Time in Meeting Room C at the Hughes Main Library, 25 Heritage Green Place, Greenville South Carolina 29601.

**IV. Submission Procedures, Requirements**

**A. Submittals**

All submissions must be received by 12:00 noon Eastern Time, November 17, 2020, and delivered to Greenville County Library System Administration, 25 Heritage Green Place, Greenville South Carolina 29601. If the submission is late, the bid will be rejected. There will be no exceptions. Contractors submitting bids shall be responsible for all cost of preparing such bids.

Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and three (3) copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bids number (IFB # 10-25-20) should be clearly shown on the lower left corner of the return envelope. Facsimile

transmittals or offers communicated by telephone will not be accepted or considered.

B. License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

V. **Inquiries and Addenda**

A. Questions

All questions concerning this IFB are to be submitted in writing via fax, electronic mail, or regular mail to the address listed below, no later than 4:00pm Eastern Time, November 10, 2020. Please refer all questions in writing about this Invitation for Bids and project to:

Mr. Greg Hester  
Greenville County Library System  
25 Heritage Green Place  
Greenville South Carolina 29601

E-mail: [ghester@greenvillelibrary.org](mailto:ghester@greenvillelibrary.org)

All inquiries and responses will be distributed to all parties known to have attended the Mandatory Pre-Bid Meeting. The Greenville County Library System will not be responsible for or bound by any oral instructions made by any employee(s) of The Greenville County Library System in regard to this IFB.

B. Addenda

This IFB represents the most definite statement Greenville County Library System will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all vendors who are listed as having received an IFB document. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if necessary, postpones the date for receipt of bids or cancels this IFB. Vendors shall acknowledge receipt of all addenda with their Bid.

VI. **General Information**

A. Proprietary Information

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

B. Errors and Omissions

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

C. Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the Greenville County Library System awards a contract, the successful responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the Greenville County Library System's endorsement of the successful Responder's services.

**VII. Insurance**

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

- A. THE GREENVILLE COUNTY LIBRARY SYSTEM SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the Greenville County Library System within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to the Greenville County Library System's IFB # 10-25-20.

- D. Contractor will provide the Greenville County Library System a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

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

**Automobile Liability:**

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

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the Greenville County Library System, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from this coverage's will be accepted unless, in the Greenville County Library System's sole discretion, it is more advantageous to the Greenville County Library System, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

**VIII. Evaluation Criteria**

Project will be awarded to the lowest responsive bidder. The Greenville County Library System reserves the right to interview responders to this IFB at its discretion.

**IX. Illegal Immigration Reform Act Compliance**

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8,

Chapter 14 by Contractor and any subcontractor or sub- subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub- subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub- subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the Greenville County Library System for any loss suffered by the Greenville County Library System as a result of such contractor, subcontractor or sub- subcontractor's failure to comply with the Act.

**X. Sample Contract**

A sample Contract is attached for review.

## GREENVILLE COUNTY LIBRARY SYSTEM

### HUGHES MAIN LIBRARY SELECT WINDOW, EXTERIOR METAL WALL PANEL AND LOUVER REPLACEMENT

IFB # 10-25-20

#### INSTRUCTIONS/TERMS AND CONDITIONS:

1. IFB Opening and Award: Bids will be examined promptly after opening and each bid will be announced to all participants. However, no decision will be made until Library Administration has had ample time to review each bid. However, award will be made at the earliest possible date. No bid may be withdrawn for a period of sixty (60) days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in Library Administration by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, the Bidder is guaranteeing that all goods and services meet the requirement of the solicitation during the contract period. Project will be awarded to the lowest responsive bidder.
2. Rights Reserved by the Greenville County Library System: The Greenville County Library System reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the Greenville County Library System.
3. Responders Responsibility: Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
4. References: The Greenville County Library System requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
5. Waiver: The Greenville County Library System reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the Greenville County Library System to do so.



6. Rejection: The Greenville County Library System reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the Greenville County Library System.
7. Bid form: Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid, or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
8. Questions: Questions shall be submitted in writing to Greg Hester, Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601, or by email to [ghester@greenvillelibrary.org](mailto:ghester@greenvillelibrary.org) by 4:00pm Eastern Time, November 10, 2020.
9. Bid Bond: Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to the Greenville County Library System. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the Greenville County Library System, may be rejected. The bond will be forfeited to the Greenville County Library System by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.
10. Return of Bid Bond: When bids are awarded, the Greenville County Library System will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.
11. Performance and Payment Bond: The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the Greenville County Library System, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the Greenville County Library System prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Greenville County Library System's Accounting Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the Greenville County Library System the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the Greenville County Library System, then the bid bond of the bidder shall be retained by the Greenville County Library System in its entirety and the award will be withdrawn

from the bidder. The Bond must have approval by the Greenville County Library System before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the Greenville County Library System, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect for one year after completion of the contract.

12. Availability of Bonding Agency: In addition, the bonding company must have an agent available to meet with and explain the Greenville County Library System's responsibility in maintaining the integrity of the bond.
13. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The Greenville County Library System shall not be responsible for any verbal information given by any employee of the Greenville County Library System in regard to this Invitation for Bids.
14. Number of Bid Copies: Please submit One (1) Original and Three (3) Copies of your bid.
15. Bid Changes: Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
16. Bid Price: The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
17. Federal, State and Local Laws: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
18. Tie Bids: In the case of tie bids, the Greenville County Library System reserves the right to make the award based on the factors outlined in Section 3-202 of the Greenville County Procurement Ordinance, or in what it considers to be in the best interest of the Greenville County Library System.

19. Deduction and Holdbacks: In addition to the Greenville County Library System's right of termination, the Greenville County Library System shall be entitled to full reimbursement for any costs incurred by the Greenville County Library System by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the Greenville County Library System's employees or employees of any other entity to perform the obligations of the contract. The Greenville County Library System may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the Greenville County Library System's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five (5) days. The Greenville County Library System will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the Greenville County Library System carries out the work using its forces or another contractor.

a) For use of Greenville County Library System's forces – actual cost involved.

b) For use of another contractor – the amount charged by said contractor.

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

20. Evaluation Criteria: Project will be awarded to the lowest responsive bidder. The Greenville County Library System reserves the right to interview responders to this IFB at its discretion.

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

22. MBE/WBE Participation – Affirmative Action:

a) MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

- b) The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin, or physical handicap.
23. Default: In case of default by vendor, the Greenville County Library System may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.
24. Termination: This contract is subject to termination for failure to comply with the specifications, terms, and conditions by the Greenville County Library System or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the Greenville County Library System or less than thirty (30) days nor more than sixty (60) days after receipt by the Greenville County Library System from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the Greenville County Library System shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
25. Termination for Convenience: The Greenville County Library System may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
26. Non-Appropriation: Any contract entered into by the Greenville County Library System resulting from this invitation 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.
27. Incorporation of Bid into Contract: The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated into the contract.

28. S.C. Law Clause: Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
29. Assignment Clause: Successful bidder will be required to give the Greenville County Library System ninety (90) days notice in the event of a change in the ownership of this contract. The Greenville County Library System is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Greenville County Library System.
30. Indemnification: The contractor agrees to indemnify and save harmless the Greenville County Library System and all officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the Greenville County Library System, its officers, agents and employees.
31. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
32. Minor Deviations: The Greenville County Library System reserves the right to negotiate minor deviations from the prescribed terms, conditions, and requirements with the selected vendor.

33. Contractor License Requirement: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of its business. The contractor shall keep fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations, which in any manner affect the fulfillment of the contract and shall comply with the same.
34. Conflict of Interest Statement: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the Greenville County Library System. The vendor, by submitting a bid, is in essence assuring the Greenville County Library System that the company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
35. Insurance: The contractor shall not commence work under this contract until it has obtained all insurance required, and such insurance has been approved in writing by the Greenville County Library System, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.
- a) THE GREENVILLE COUNTY LIBRARY SYSTEM SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance except Worker’s Compensation and Professional Errors and Omissions regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the Greenville County Library System. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.
  - b) Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the Greenville County Library System within 10 working days from the date of Notice of Award.
  - c) All Certificates of Insurance submitted shall provide on the face of the certificate reference to Greenville County Library Systems’ IFB # 10-25-20.
  - d) Contractor will provide Greenville County Library System a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

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

**Comprehensive General Liability:**

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

**Automobile Liability:**

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

**Statutory Worker's Compensation:**

Coverage A – State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the Greenville County Library System, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

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

36. Contractor Liability: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the Greenville County Library System and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the Greenville County Library System harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the Greenville County Library System and suit brought against the Greenville County Library System for attorney's fees and for all other expenses incurred by the Greenville County Library System in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will the Greenville County Library System act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
37. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the Greenville County Library System.
38. Non-Collusion: The contractor expressly warrants and certifies that neither the contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
39. Prohibition of Gratuities: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the Greenville County Library System, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
40. Publicity Releases: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the Greenville County Library System's name in its published list of customers without prior approval of the Greenville County Library System. With regard to news releases, only the name of the Greenville County Library System, type and duration of contract may be used and then only with prior approval of the Greenville County Library System. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the Greenville County Library System staff unless it is a direct quote from the Community Engagement Manager.



41. Public Record: All information submitted relating to this bid, except for proprietary information, shall become part of the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The Greenville County Library System assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
42. Precedence: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.
43. Illegal Immigration Reform Act Compliance: By submitting an offer, contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court, or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the Contractor agrees to fully indemnify the Greenville County Library System for any loss suffered by the Greenville County Library System as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

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

STATE OF SOUTH CAROLINA)

**CONSTRUCTION AGREEMENT  
HUGHES MAIN LIBRARY SELECT  
WINDOW, EXTERIOR METAL  
WALL PANEL AND LOUVER  
REPLACEMENT**

**GREENVILLE COUNTY LIBRARY SYSTEM)**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the GREENVILLE COUNTY LIBRARY SYSTEM, a political subdivision of the State of South Carolina, having its principle place of business at 25 Heritage Green Place, Greenville, SC 29601 (“GREENVILLE COUNTY LIBRARY SYSTEM”), and \_\_\_\_\_, located at \_\_\_\_\_ (“CONTRACTOR”).

IN CONSIDERATION of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD**

This Agreement shall begin on the date the NOTICE TO PROCEED is issued by GREENVILLE COUNTY LIBRARY SYSTEM. All work phases specified herein must be completed no later than Ninety (90) calendar days from the effective date of the Notice to Proceed.

2. **PROJECT SCOPE**

GREENVILLE COUNTY LIBRARY SYSTEM has employed CONTRACTOR to provide for GREENVILLE COUNTY LIBRARY SYSTEM HUGHES MAIN LIBRARY SELECT WINDOW, EXTERIOR METAL WALL PANEL AND LOUVER REPLACEMENT. The services to be provided by CONTRACTOR are more particularly described in GREENVILLE COUNTY LIBRARY SYSTEM’S IFB # 10-25-20 and in CONTRACTOR’S response to IFB # 10-25-20 received \_\_\_\_\_, which are both attached hereto and incorporated herein by reference. CONTRACTOR acknowledges that it is an independent contractor and that it will at all times act as such. Nothing in this Agreement shall be deemed to constitute CONTRACTOR or any of its employees as the agent, representative or employee of GREENVILLE COUNTY LIBRARY SYSTEM, or create a joint venture between the parties.

3. **PAYMENT TERMS**

3.1 GREENVILLE COUNTY LIBRARY SYSTEM agrees to pay CONTRACTOR for the services described in the Project Scope an amount not to exceed \_\_\_\_\_.

3.2 CONTRACTOR will submit monthly invoices to GREENVILLE COUNTY LIBRARY SYSTEM. Such invoices shall include a detailed listing of charges. GREENVILLE COUNTY LIBRARY SYSTEM shall notify CONTRACTOR within ten (10) days of receipt of invoice of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide back-up data to GREENVILLE COUNTY LIBRARY SYSTEM. GREENVILLE COUNTY LIBRARY SYSTEM and CONTRACTOR will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by GREENVILLE COUNTY LIBRARY SYSTEM and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by GREENVILLE COUNTY LIBRARY SYSTEM, then CONTRACTOR shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 12.2. GREENVILLE COUNTY LIBRARY SYSTEM shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to CONTRACTOR upon satisfactory completion of the Project.

3.3 Approval and/or payment of such invoices shall not in any way relieve CONTRACTOR of its liability to GREENVILLE COUNTY LIBRARY SYSTEM for deficiencies in the performance of its services. GREENVILLE COUNTY LIBRARY SYSTEM'S approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which GREENVILLE COUNTY LIBRARY SYSTEM may be entitled.

3.4 NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

3.5 IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND GREENVILLE COUNTY LIBRARY SYSTEM WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF GREENVILLE COUNTY LIBRARY SYSTEM.

#### **4. CHANGES**

4.1 GREENVILLE COUNTY LIBRARY SYSTEM may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event CONTRACTOR is requested to perform additional services or work not contemplated by this Agreement, CONTRACTOR will promptly notify GREENVILLE COUNTY LIBRARY SYSTEM if such change causes an increase in CONTRACTOR'S cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event CONTRACTOR is requested to reduce the performance of services or scope of work, such request must be in writing. In the event CONTRACTOR

is requested to reduce the performance of services or scope of work GREENVILLE COUNTY LIBRARY SYSTEM shall be entitled to a decrease in the amount of compensation to be paid to CONTRACTOR accordingly.

4.2 All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by CONTRACTOR shall be furnished without the written authorization of GREENVILLE COUNTY LIBRARY SYSTEM.

4.3 GREENVILLE COUNTY LIBRARY SYSTEM may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

## **5. WARRANTIES**

In addition to any express and/or implied warranties provided to GREENVILLE COUNTY LIBRARY SYSTEM by law, CONTRACTOR warrants to GREENVILLE COUNTY LIBRARY SYSTEM that the performance of the services covered by this Agreement will be competent to perform the tasks undertaken, that the product of such services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, CONTRACTOR will promptly correct the work without additional compensation from GREENVILLE COUNTY LIBRARY SYSTEM, upon written notice from GREENVILLE COUNTY LIBRARY SYSTEM. All corrective work shall be completed within thirty (30) days of receipt of written notice from GREENVILLE COUNTY LIBRARY SYSTEM. Establishment of the one year time period in this section relates only to the duty of CONTRACTOR to specifically correct the work.

## **6. WITHHOLDING PAYMENT**

GREENVILLE COUNTY LIBRARY SYSTEM has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect GREENVILLE COUNTY LIBRARY SYSTEM from loss because of:

- a) Defective work not remedied by CONTRACTOR within a reasonable time or for which CONTRACTOR has failed to initiate a remedy within a reasonable time;
- b) Claims of third parties against GREENVILLE COUNTY LIBRARY SYSTEM or GREENVILLE COUNTY LIBRARY SYSTEM'S property for which CONTRACTOR is liable;
- c) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.

- d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for final completion;
- f) Persistent failure to carry out the work in accordance with this Agreement, or
- g) Damage to GREENVILLE COUNTY LIBRARY SYSTEM or a third party to whom GREENVILLE COUNTY LIBRARY SYSTEM is, or may be, liable and for which CONTRACTOR is liable pursuant to the terms of this Agreement.

**7. RIGHT TO STOP WORK**

In the event CONTRACTOR fails to perform the work in accordance with this Agreement, GREENVILLE COUNTY LIBRARY SYSTEM may order CONTRACTOR to stop the work and GREENVILLE COUNTY LIBRARY SYSTEM may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 12.1.2. In such event, CONTRACTOR shall immediately obey such stop work order.

**8. GREENVILLE COUNTY LIBRARY SYSTEM'S RIGHT TO PERFORM WORK**

In the event CONTRACTOR'S work is stopped pursuant to Section 7, above, entitled "Right to Stop Work", and CONTRACTOR fails to provide adequate assurance to GREENVILLE COUNTY LIBRARY SYSTEM, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then GREENVILLE COUNTY LIBRARY SYSTEM may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due GREENVILLE COUNTY LIBRARY SYSTEM, CONTRACTOR shall pay the difference to GREENVILLE COUNTY LIBRARY SYSTEM; provided, however if GREENVILLE COUNTY LIBRARY SYSTEM stops the work, takes over a portion of or all of the work and performs the work, then CONTRACTOR'S WARRANTY OBLIGATIONS relating to such work performed by GREENVILLE COUNTY LIBRARY SYSTEM shall be null and void.

**9. INDEMNIFICATION**

CONTRACTOR agrees to assume responsibility for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of GREENVILLE COUNTY LIBRARY SYSTEM, caused by or resulting from any negligent act or omission of CONTRACTOR or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of

the work under this Agreement. CONTRACTOR shall defend, indemnify, and hold harmless GREENVILLE COUNTY LIBRARY SYSTEM and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. CONTRACTOR expressly agrees to defend against any claims brought or filed against GREENVILLE COUNTY LIBRARY SYSTEM, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

## **10. INSURANCE**

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

- a) GREENVILLE COUNTY LIBRARY SYSTEM SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance, except Worker’s Compensation, Auto Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to GREENVILLE COUNTY LIBRARY SYSTEM. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.
- b) Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to GREENVILLE COUNTY LIBRARY SYSTEM within 10 working days from the date of Notice of Award.
- c) All Certificates of Insurance submitted shall provide on the face of the certificate reference to GREENVILLE COUNTY LIBRARY SYSTEM’S IFB # 10-25-20.
- d) Contractor will provide GREENVILLE COUNTY LIBRARY SYSTEM a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled.
- e) Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- f) Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

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

**Automobile Liability:**

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

**Statutory Worker's Compensation:**

Coverage A - State of SC Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

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

**No deviation from these coverages will be accepted unless, in GREENVILLE COUNTY LIBRARY SYSTEM'S sole discretion, it is more advantageous to GREENVILLE COUNTY LIBRARY SYSTEM, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

**11. PERFORMANCE AND PAYMENT BOND**

Contractor shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of Award. The Bond must have approval by GREENVILLE COUNTY LIBRARY SYSTEM before it is made effective. The Contractor shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

**12. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub- subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent



document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub- subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify GREENVILLE COUNTY LIBRARY SYSTEM for any loss suffered by GREENVILLE COUNTY LIBRARY SYSTEM as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

### **13. TERMINATION**

#### **13.1 TERMINATION BY GREENVILLE COUNTY LIBRARY SYSTEM**

13.1.1 This Agreement may be terminated by GREENVILLE COUNTY LIBRARY SYSTEM upon fifteen (15) days written notice at GREENVILLE COUNTY LIBRARY SYSTEM’S election. In the event of termination at GREENVILLE COUNTY LIBRARY SYSTEM’S election and not due to the fault of CONTRACTOR, CONTRACTOR will be paid only for the work actually completed to the satisfaction of GREENVILLE COUNTY LIBRARY SYSTEM as of the date of termination.

13.1.2 Should CONTRACTOR default or persistently fail or neglect to carry out the work in accordance with the terms of this Agreement, GREENVILLE COUNTY LIBRARY SYSTEM may by written notice to CONTRACTOR, without prejudice to any other right or remedy under this Agreement, terminate the employment of CONTRACTOR and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR as well as all drawings, plans and specifications and finish the work by whatever methods GREENVILLE COUNTY LIBRARY SYSTEM may deem expedient; provided, however, prior to such termination,

CONTRACTOR shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed “for cause”. Should this Agreement be terminated “for cause”, CONTRACTOR shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, CONTRACTOR shall pay the difference to GREENVILLE COUNTY LIBRARY SYSTEM. This obligation for payment shall survive the termination of this Agreement.

#### **13.2 TERMINATION BY CONTRACTOR**

Should GREENVILLE COUNTY LIBRARY SYSTEM fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, CONTRACTOR may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination,

GREENVILLE COUNTY LIBRARY SYSTEM shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by CONTRACTOR, CONTRACTOR shall be entitled to be paid only for the work actually completed to the satisfaction of GREENVILLE COUNTY LIBRARY SYSTEM as of the date of termination.

#### **14. CLEANING THE SITE AND SAFETY**

14.1 CONTRACTOR shall keep the site reasonably clean during performance of the work. CONTRACTOR shall dispose of all refuse at a South Carolina DHEC approved landfill.

14.2 CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the job and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated herein; and (3) other property at or adjacent to the site.

14.3 CONTRACTOR shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

#### **15. ASSIGNMENT**

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

#### **16. SUBCONTRACTS**

16.1 CONTRACTOR shall promptly furnish to GREENVILLE COUNTY LIBRARY SYSTEM, in writing, the bid list proposed by CONTRACTOR to act as subcontractors on the Project. GREENVILLE COUNTY LIBRARY SYSTEM shall, within seven (7) days, reply to CONTRACTOR, in writing, stating any objections GREENVILLE COUNTY LIBRARY SYSTEM may have to such proposed subcontractors. CONTRACTOR may enter into a subcontract with any subcontractor on the approved bid list. CONTRACTOR shall not be required to enter into a subcontract with any subcontractor to whom CONTRACTOR has objection.

16.2 All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the GREENVILLE COUNTY LIBRARY SYSTEM procurement policies and shall name GREENVILLE COUNTY LIBRARY SYSTEM as an additional obligee on such bonds.

16.3 All subcontractors will be required to furnish Certificates of Insurance to GREENVILLE COUNTY LIBRARY SYSTEM in accordance with all of the requirements set forth in Section 10 of this Agreement.

**17. NOTICES**

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

GREENVILLE COUNTY LIBRARY SYSTEM

CONTRACTOR

Greg Hester, Operations Manager  
Greenville County Library System  
25 Heritage Green Place  
Greenville, SC 29601

---

---

---

---

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

**18. APPLICABLE LAW AND VENUE**

18.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.2 CONTRACTOR and GREENVILLE COUNTY LIBRARY SYSTEM further agree that this Agreement shall be deemed to have been made and performed in Greenville County South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville, South Carolina.

**19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

## **20. SUCCESSORS AND ASSIGNS**

CONTRACTOR and GREENVILLE COUNTY LIBRARY SYSTEM each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

## **21. SEVERABILITY**

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

## **22. ENTIRE AGREEMENT**

This Agreement, along with the provisions contained in GREENVILLE COUNTY LIBRARY SYSTEM'S IFB # 10-25-20, and CONTRACTOR'S RESPONSE TO IFB # 10-25-20, attached hereto, represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

- a) Any Change Order or Amendment signed and executed by the parties;
- b) This Agreement;
- c) CONTRACTOR'S RESPONSE TO IFB # 10-25-20.
- d) Addenda to GREENVILLE COUNTY LIBRARY SYSTEM'S IFB # 10-25-20.
- e) GREENVILLE COUNTY LIBRARY SYSTEM'S IFB # 10-25-20.

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

WITNESS:		CONTRACTOR
	BY:	
	ITS:	
		GREENVILLE COUNTY LIBRARY SYSTEM
	BY:	
		GREENVILLE COUNTY LIBRARY SYSTEM
ATTEST:		
GREENVILLE COUNTY LIBRARY SYSTEM		

# Bid Form

---

BID SUBMITTED BY:

\_\_\_\_\_  
*(Bidder's Name)*

BID SUBMITTED TO:

Greenville County Library System

\_\_\_\_\_  
*(Owner's Name)*

FOR PROJECT:

BEE 20034

\_\_\_\_\_  
*(Number)*

Hughes Main Library Select Window, Exterior Metal Wall  
Panel and Louver Replacement

\_\_\_\_\_  
*(Name)*

---

## OFFER

**BASE BID WORK** (as indicated in the Bidding Documents and generally describes as follows):

Base Bid work includes removal of existing exterior wall panels, louvers and windows and replacement with new metal wall panels, louvers and windows (shorter in length) to raise roof flashing heights at the raised circular penthouse. Provide new air/moisture barrier with sealed transitions at fenestrations. Base Bid work also includes three window systems on the West end of the building. Removal of existing windows and new window flashings/sealants at the existing weather resistant barrier (WRB)/air moisture barrier) is also included.

\_\_\_\_\_, which sum is hereafter called the **BASE BID**.

(enter BASE BID in figures only)

**ALTERNATE BID WORK** (as indicated in the Bidding Documents and generally described as follows):

(BIDDER shall **STRIKE THROUGH** "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE NO. 1: N/A

ADD/DEDUCT \_\_\_\_\_  
(to or from BASE BID)

ALTERNATE NO. 2: N/A

ADD/DEDUCT \_\_\_\_\_  
(to or from BASE BID)

**UNIT PRICE WORK**

**BIDDER** offers for the Owner’s consideration and use the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

No.	Item	Base Bid Qty	Unit of Measure	ADD	DEDUCT
1.	1/2" Sheet Rock	96	SF		
2.	Steel Stud	20*	LF		

\* In addition to required new tracks/sound.

**LISTING OF PROPOSED SUBCONTRACTORS**

1. A **SUBCONTRACTOR** is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not **SUBCONTRACTORS** and are not to be listed.
2. Any **BIDDER** responding to an *Invitation for Construction Bids* shall list in its bid the name of only those **SUBCONTRACTOR(S)** that will perform the work so identified in the *Invitation*.
3. If **BIDDER** determines to use its own employees to perform any portion of the work listed below, and if **BIDDER** is qualified to perform such work under the terms of the Bidding Documents, **BIDDER** shall list itself in the appropriate place in its bid and not subcontract any of the work except with the approval of the Owner for good cause shown.
4. **BIDDER** hereby acknowledges and agrees that any failure by **BIDDER** to list **SUBCONTRACTORS** in accordance with the requirements of the SC Code of Laws shall render the BID non-responsive.
5. A **SUBCONTRACTOR** listed for a **BID ALTERNATE** may be used for all work, including the Base Bid work, if the **BID ALTERNATE** is accepted.
6. **BIDDER** hereby states its commitment to use the below-listed **SUBCONTRACTORS** in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR'S NAME or PRIME BIDDERS'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (FOR INFORMATION)
<b><u>BASE BID WORK</u></b>		

---

**ALTERNATE BID WORK**

**BID ALTERNATE NO. 1**

N/A

---

---

---

---

**ALTERNATE BID WORK**

**BID ALTERNATE NO. 2**

N/A

---

---

---

---



## TIME OF CONTRACT PERFORMANCE

**BIDDER** hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in the *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both by the Owner and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on the *Certificate of Substantial Completion*, shall be **(100) CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the *Notice to Proceed*, subject to adjustments as provided in the Construction Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on the *Certificate of Final Completion*, shall be **(30) CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Construction Documents.

## LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Owner shall retain as **Step One Liquidated Damages** the amount of **\$200.00** for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Construction Documents.
2. The undersigned further agrees that from the compensation to be paid, the Owner shall retain as **Step Two Liquidated Damages** the amount of **\$200.00** for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Construction Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Owner shall pay the undersigned an **Early Completion Award** in the amount of **\$0.00** for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Construction Documents.

## AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for a **BID ALTERNATE** shall render the Bid non-responsive. A **BID ALTERNATE** shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or works of similar meaning, shall render the Bid non-responsive. **BIDDER** must indicate whether the amount of the **BID ALTERNATE** is an "ADD" to or a "DEDUCT" from the amount of the Base Bid. The Bid may be determined non-responsive for failure of the **BIDDER** to indicate the appropriate "ADD" or "DEDUCT" for each **BID ALTERNATE**, unless the adjustment is obvious to the Owner.
3. If any **BID ALTERNATES** should be accepted by the **OWNER**, they shall be incorporated into the executed Contract. **BID ALTERNATES** may be accepted in any combination or order, at the sole discretion of the **OWNER**.
4. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in the place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
5. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
6. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Construction Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.

7. **BIDDER** agrees to provide all information requested by the **OWNER** to support the **OWNER'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of the *Pre-Qualification Questionnaire*. The Questionnaire shall be completed fully and returned to the **OWNER** within SEVEN (7) DAYS from the date of receipt by the **BIDDER** by certified mail. The completed *Pre-Qualification Questionnaire* Form must be received by the Owner no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
8. The **BIDDER** certifies that it will provide a "Drug-Free Workplace".
9. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the Owner.
10. Neither the Owner nor any of its representatives, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or Project canceled for any reason prior to the issuance of the Notice to Proceed.

**BIDDER'S TAXPAYER IDENTIFICATION**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: \_\_\_\_\_  
**OR**  
 SOCIAL SECURITY NUMBER: \_\_\_\_\_

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

_____	_____	_____
<i>(Classification)</i>	<i>(Subclassification)</i>	<i>(Limitations)</i>
_____		
<i>(Contractor's License Number)</i>		

**SIGNATURE**

\_\_\_\_\_

*(Legal Name of Person, Firm or Corporation Submitting Bid)*

\_\_\_\_\_

*(Mailing Address for the above)*

BY _____	<i>(Signature)</i>	_____
		<i>(Date)</i>

_____	<i>(Title)</i>	_____
		<i>(Phone)</i>

**GREENVILLE COUNTY LIBRARY SYSTEM**

**HUGHES MAIN LIBRARY SELECT WINDOW, EXTERIOR METAL WALL PANEL  
AND LOUVER REPLACEMENT**

**IFB # 10-25-20**

**SUBCONTRACTOR LIST**

<b>Subcontractor Name</b>	<b>Subcontractor Specialty</b>	<b>Subcontractor License Number</b>

---

Authorized Signature

Company

Date

**NOTE: PLEASE SIGN THIS PAGE. FAILURE TO SIGN MAY VOID YOUR PROPOSAL.  
ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT,  
THEN YOUR REPSONSE MAY BE DISQUALIFIED**

**GREENVILLE COUNTY LIBRARY SYSTEM**

**CERTIFICATE OF FAMILIARITY**

**HUGHES MAIN LIBRARY SELECT WINDOW, EXTERIOR METAL WALL PANEL  
AND LOUVER REPLACEMENT**

**IFB # 10-25-20**

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself/herself with the information contained within this entire solicitation and applicable addenda, submits the attached bid and other applicable information to the Greenville County Library System, which I verify to be true and correct to the best of my knowledge. I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, labor, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid shall be firm for a period of sixty (60) days.

---

Company name as registered with the IRS

---

Authorized Signature