



**GREENVILLE COUNTY LIBRARY SYSTEM  
25 HERITAGE GREEN PLACE, GREENVILLE, SC 29601**

**REMOVAL AND REPLACEMENT OF OUTDOOR DIGITAL DISPLAY SYSTEM  
HUGHES MAIN LIBRARY**

**REQUEST FOR PROPOSALS #04-03-22**

**SCHEDULE**

<b>April 6, 2022</b>	<b>Mandatory Letter of Interest</b> must be submitted in writing <b>before 5:00 PM Eastern Time</b> to: Library Administration, Greenville County Library System, 25 Heritage Green Place, Greenville, SC, 29601, or via email to Savannah Harvey at <a href="mailto:sharvey@greenvillelibrary.org">sharvey@greenvillelibrary.org</a>
<b>April 12, 2022</b>	<b>All Questions</b> must be submitted in writing <b>via email before 12:00 Noon Eastern Time</b> to: <a href="mailto:sharvey@greenvillelibrary.org">sharvey@greenvillelibrary.org</a>
<b>April 13, 2022</b>	<b>Answers to questions issued</b>
<b>April 21, 2022</b>	<b>Proposals</b> must be received <b>before 12:00 Noon Eastern Time</b> in Library Administration, Greenville County Library System, 25 Heritage Green Place, Greenville, SC, 29601
<b>April 21-22, 2022</b>	<b>Review of Proposals</b>
<b>April 25, 2022</b>	<b>Tentative Date of Award</b>
<b>April 26-28, 2022</b>	<b>Contract Negotiations</b>
<b>April 29, 2022</b>	<b>Notice to Proceed Issued</b>

## GREENVILLE COUNTY LIBRARY SYSTEM

### REMOVAL AND REPLACEMENT OF OUTDOOR DIGITAL DISPLAY SYSTEM HUGHES MAIN LIBRARY REQUEST FOR PROPOSALS #04-03-22

#### INSTRUCTIONS

##### I. Scope of Work

The Greenville County Library System is seeking proposals for the removal and replacement of the current outdoor digital display system at the Hughes Main Library including hardware installation, configuration, user training, maintenance support, and a software management tool. The services to be provided include:

- A. Complete removal and proper disposal of two (2) active digital displays including associated electronic hardware.
- B. Installation of two (2) professional LED displays, digital signage software, and all necessary communications and power wiring. The digital displays are to be mounted back to back within the existing cabinet structure that will remain as is.
- C. On-site or remote user and administrative training during the implementation of the digital display system.
- D. Access to technical support, including documentation and/or staff training for major software updates.

##### II. Specifications

###### **General construction specifications:**

1. Two (2) identical digital display faces required; to be positioned back-to-back.
2. New digital displays must fit existing and remaining cabinet structure (14'1 5/16" x 6'2 13/16"). (See Appendix A.)
3. Lay down area and space for construction waste container will be at loading dock area behind the Hughes Main Library. Construction waste container and removal shall be provided by Contractor.
4. Access to Hughes Main Library to be coordinated with Library Security and/or Facilities Maintenance staff.

###### **Hardware Specifications**

Each new digital display (2 in total) shall meet or exceed the following:

1. Be of 6, 8, or 10 mm pixel pitch.
2. Be sufficiently weatherproof, allowing ability to withstand outdoor elements typical of the climate of Greenville, SC.
3. Have remote diagnostic and maintenance capability via software either wirelessly, through Ethernet, or through fiber optic cabling.
4. Shall come equipped with dimming technology that automatically adjusts the brightness of the digital displays based on ambient lighting conditions.
5. Both digital displays must be of the same manufacturer and design.

## **Management System Software Specifications**

Software must:

1. Distribute content over an IP network.
2. Allow for digital displays capable of using wired and/or wireless connectivity.
3. Allow multi-user management, including multiple levels of user security to ensure system administrator's ability to define system user roles and subsequent permissions.
4. Have a central point of administration/content management and provide a secure drag-and-drop web interface for modifying, arranging, previewing, and scheduling content.
5. Provide real-time or near real-time updates when content is relayed to a display.
6. Provide for a mechanism to view the actions taken by users for auditing purposes.
7. Be capable of running in a virtual server environment.
8. Be compatible with Windows 10 and macOS 11.0 or later as the host operating system for any server side application components and for locally installed client application components.
9. Allow administrator to view/control displays remotely, including the capability to turn them on/off in real time or based on predefined schedules.
10. Not require a user to relinquish control of the software in order for another user to create and/or manipulate content on the display(s).

### **III. Mandatory Letter of Interest**

A mandatory Letter of Interest must be submitted before 5:00 PM Eastern Time on April 6, 2022 to Library Administration, Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601 or via email to Savannah Harvey at [sharvey@greenvillelibrarysystem.org](mailto:sharvey@greenvillelibrarysystem.org).

### **IV. Licenses and Familiarity with Project**

By submitting a proposal, the Responder declares that the work site has been examined, and the Responder is informed fully in regard to all conditions pertaining to the work proposed, the specifications for the work and related documents have been examined, all special provisions furnished have been read, prior to the opening of proposals; and, the Responder is satisfied relative to the work to be performed.

### **V. Submission Procedures and Requirements**

- A. All submissions must be delivered before **12:00 Noon Eastern Time, April 21, 2022**, to Library Administration, Greenville County Library System; 25 Heritage Green Place, Greenville, SC, 29601. Mark envelope with RFP #04-03-22. All submissions must be received before the deadline; there will be no exceptions. Responders submitting a proposal shall be responsible for all costs of preparing such proposal. No Electronic Submissions will be accepted.
- B. Responders shall closely examine the specific requirements noted herein and attached Terms and Conditions and submit a response along with signed Proposal Form in accordance with the specifications contained herein. Facsimile, electronic submittals, or offers communicated by telephone will not be accepted or considered.

## VI. Statement of Qualifications

Responders shall provide the following in the order they appear:

- A. Overview of company background, the relationship of any co-ventures, and identification of subcontractors the Responder proposes to use on the contract.
- B. Staffing or organizational chart showing staff that will be used for this project.
- C. Corporate/individual qualifications and experiences, including certifications.
- D. List of at least three (3) references including names, addresses, and telephone numbers, including any South Carolina governmental entity reference.
- E. A brief description of three previous projects of similar scope and size.
- F. Timeline for Completion.
- G. A sample service agreement, containing, but not limited to:
  - term length and pricing for each year of term
  - scheduled preventative maintenance
  - normal service hours
  - turnaround time for on-site service
  - additional services available.

## VII. Inquiries and Addenda

- A. Questions – All questions concerning this RFP are to be submitted in writing via email to Savannah Harvey, at [sharvey@greenvillelibrary.org](mailto:sharvey@greenvillelibrary.org), no later than **12:00 Noon Eastern Time, April 12, 2022.**

All inquiries and responses will be distributed to all parties known to have submitted a Letter of Interest. The Library System will not be responsible for or bound by any oral instructions made by any employee(s) of the Library System in regard to this RFP.

- B. Addenda – This RFP represents the most definite statement the Library will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all parties who submitted a Letter of Interest. No addenda will be issued later than five (5) Working Days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Responders shall acknowledge receipt of all addenda with their Proposal.

## VIII. 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 County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.
- B. Errors and Omissions – Responders will not be allowed to take advantage of any errors or omissions in the RFP. Where errors or omissions appear in the RFP, the Responder shall promptly notify Don Allen, Accounting Manager, [dallen@greenvillelibrary.org](mailto:dallen@greenvillelibrary.org), in writing of such error or omission. 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 Proposal – An official representative of a Responder may withdraw a Responder's response at any time prior to the proposal submission

deadline. Acceptable proof establishing that the person 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 states or implies the Greenville County Library System’s endorsement of the successful Responder’s services.

**IX. Insurance**

The Contractor must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the 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 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 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 Library System’s RFP #04-03-22.
- D. Contractor will provide the 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

*Policies shall contain a waiver of subrogation in favor of and/or that applies to the Greenville County Library System, its Board of Trustees and employees, for losses from work performed by or on behalf of the contractor.*

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

**X. Evaluation Criteria**

Responses to this proposal will be evaluated on the following criteria utilizing the Score Sheet included in this RFP. The Library System reserves the right to interview responders at its discretion. The Library System will not be responsible for any costs associated with interviews of responders. All proposals submitted and accepted in accordance with this RFP will be evaluated based on the following criteria, which are in no particular order:

- Responsiveness to the requirements of this RFP
- Previous experience on projects of similar scope and size.
- Cost
- References
- Timeline for Completion

**XI. Illegal Immigration Reform Act Compliance**

By submitting an offer, Responder 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 ["The Act"], the Contractor agrees to fully indemnify the Library System for any loss suffered by the Library System as a result of such contractor, subcontractor or sub- subcontractor's failure to comply with The Act.

**XII. 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. 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 Greenville County.

**XIII. Sample Contract**

A Sample Contract is included for review.

- END OF SECTION -

**GREENVILLE COUNTY LIBRARY SYSTEM**  
**REMOVAL AND REPLACEMENT OF OUTDOOR DIGITAL DISPLAY SYSTEM**  
**HUGHES MAIN LIBRARY**  
**REQUEST FOR PROPOSALS #04-03-22**

**TERMS AND CONDITIONS:**

1. Response Opening and Award: Responses shall be publicly opened and only the names of the responders will be disclosed at the opening. No decision will be made until Library System Administration has had ample time to review each response. Award will be made at the earliest possible date. The Library System reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the Library System's best interest. The contract will be awarded to the response that best meets the requirements and criteria set forth in the solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Responses, whether mailed or hand delivered, must be received and time/date stamped in Library Administration by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, Responder is guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. Rights Reserved by Library System: Greenville County Library System reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the Library System. Integrity, reputation, experience and past performance will be heavily weighted in response evaluation. This solicitation does not commit the Library System to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.
3. Responder Qualification: Responders must, upon request of the Library System, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Library System reserves the right to make the final determination as to a responder's ability to provide the products or services requested herein.
4. Responder Responsibility: Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.
5. References: The Library System requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the Responder has performed or provided similar work, service or product.



6. Waiver: The Library System reserves the right to waive any Instructions to responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the Library System to do so.
7. Rejection: The Library System reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses 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 Library System.
8. Response Signature and Solicitation Alterations: The Responder shall sign the response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.
9. Questions: Questions shall be submitted by email to the person listed in the solicitation by the date listed on the schedule.
10. Performance and Payment Bonds: If required per solicitation, the successful Responder, within fifteen (15) working days after acceptance of the Responder's offer by the Library System, shall furnish satisfactory performance and payment bonds in the amount of the total proposal price. The performance and payment bonds must be received by the 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 Library System. A copy of the written approval shall be transmitted to the successful Responder stating the terms of any extension. In the event that the Responder fails to deliver the performance and payment bonds in said period of fifteen (15) working days after acceptance of the Responder's offer by the Library System, then the proposal bond of the Responder shall be retained by the Library System in its entirety and the award will be withdrawn from the Responder. The successful Responder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bonds will insure that the successful Responder will promptly make payments to all persons supplying labor or materials to the Responder; and shall guarantee to indemnify and save the Library System, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful Responder'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 Bonds will be in effect for one year after completion of the contract.
11. Availability of Bonding Agency: If bonding is required per the solicitation, the bonding company must have an agent available to meet with Library System officials to clarify and explain the Library System's responsibility in maintaining the integrity of the bond.
12. Specification Changes, Additions and Deletions: All changes in specifications shall be

in writing in the form of an addendum and furnished to parties who submitted a Letter of Interest. The Greenville County Library System shall not be responsible for any verbal information given by any employees of the Greenville County Library System in regard to this proposal.

13. Number of Response Copies: One (1) Unbound Original and three (3) copies of proposal.
14. Response Changes: Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.
15. Response Price: The price presented as a result of these specifications shall be for the contract period. The response 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 response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.
16. 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.
17. Tie Proposals: In the case of tie proposals, the Library System reserves the right to make the award based on the factors outlined in Section 7-305(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the Library System.
18. Deduction and Holdbacks: In addition to the Library System's right of termination, the Library System shall be entitled to full reimbursement for any costs incurred by the 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 Library System's employees or employees of any other entity to perform the obligations of the contract. The 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 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 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 Library System carries out the work using its forces or another contractor:
  - A. For use of Library System's forces – actual cost involved.

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

The 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.

19. Evaluation Criteria:

Responses to this RFP will be evaluated on the following criteria. The Library System reserves the right to interview responders to this solicitation at its discretion. The Library System will not be responsible for any costs associated with interviews of responders.

- Responsiveness to the requirements of this RFP
- Previous experience on projects of similar scope and size
- Cost
- References
- Timeline for Completion

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

21. MBE/WBE Participation – Affirmative Action:

- A. MBE/WBE – Responders are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate any MBE/WBE areas of involvement for monitoring purposes in response.
- B. The successful Responder 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.

22. Default: In case of default by successful Responder the Library System may procure items or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Contractor by proceeding against the Contractor's performance bond, if any, and/or by suit against Contractor.

23. Termination for Cause: Any awarded contract is subject to termination for failure to comply with the specifications, terms and conditions by the 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 Library System nor less than thirty (30) days nor more than sixty (60) days after receipt by the 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 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.

24. Termination for Convenience: The Library System may terminate for convenience

any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the Contractor.

25. Non-Appropriation: Any contract entered into by the Library System resulting from this solicitation 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.
26. Incorporation of Proposal into Contract: The terms, conditions, and specifications of this RFP and the selected firm's response are to be incorporated, in total, into the contract.
27. S.C. Law Clause: Upon award of contract under this response, 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 Responder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the Responder 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.
28. Illegal Immigration Reform Act Compliance: By submitting an offer, Responder 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 ["The Act"], the Contractor agrees to fully indemnify the Library System for any loss suffered by the Library System as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with The Act.
29. Assignment Clause: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Library System.

30. Indemnification: The Contractor agrees to indemnify and save harmless the Greenville County Library System and all Library System officers, agents, and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses and 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 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 responders will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(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 response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
32. Minor Deviations: The Library System reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the successful Responder.
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 his business. 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 Greenville County. The Responder, by submitting a response, is in essence assuring the Library System that the Responder's company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
35. 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 the 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 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 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 Library System's RFP #04-03-22.
- D. Contractor will provide the 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

*Policies shall contain a waiver of subrogation in favor of and/or that applies to the Greenville County Library System, its departments, Board, and employees for losses from work performed by or on behalf of the Contractor.*

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

36. Contracts: The Library System reserves the option to prepare and negotiate its own contract with the successful responder, giving due consideration to the stipulations of the successful Responder's contracts and associated legal documents. Responders should include with their submittal a copy of any proposed standard contract.
37. 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 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 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 Library System and suit brought against the Library System for attorney's fees and for all other expenses incurred by the 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 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 the Contractor's work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
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 pricing in conjunction with this response.
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 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 Library System's name in its published list of customers without prior approval of the Library System. With regard to news releases, only the name of the Library System, type and duration of contract may be used and then only with prior approval of the Library System. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the Library System's staff unless it is a direct quote from the Library System's Executive Director.
41. Public Record: The Greenville County Library System is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the Library System relating to this solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

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. Asbestos Management Plan: Contractor, contractor's employees or any subcontractors will not introduce asbestos containing materials into any Greenville County Library System facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in Library System facilities.

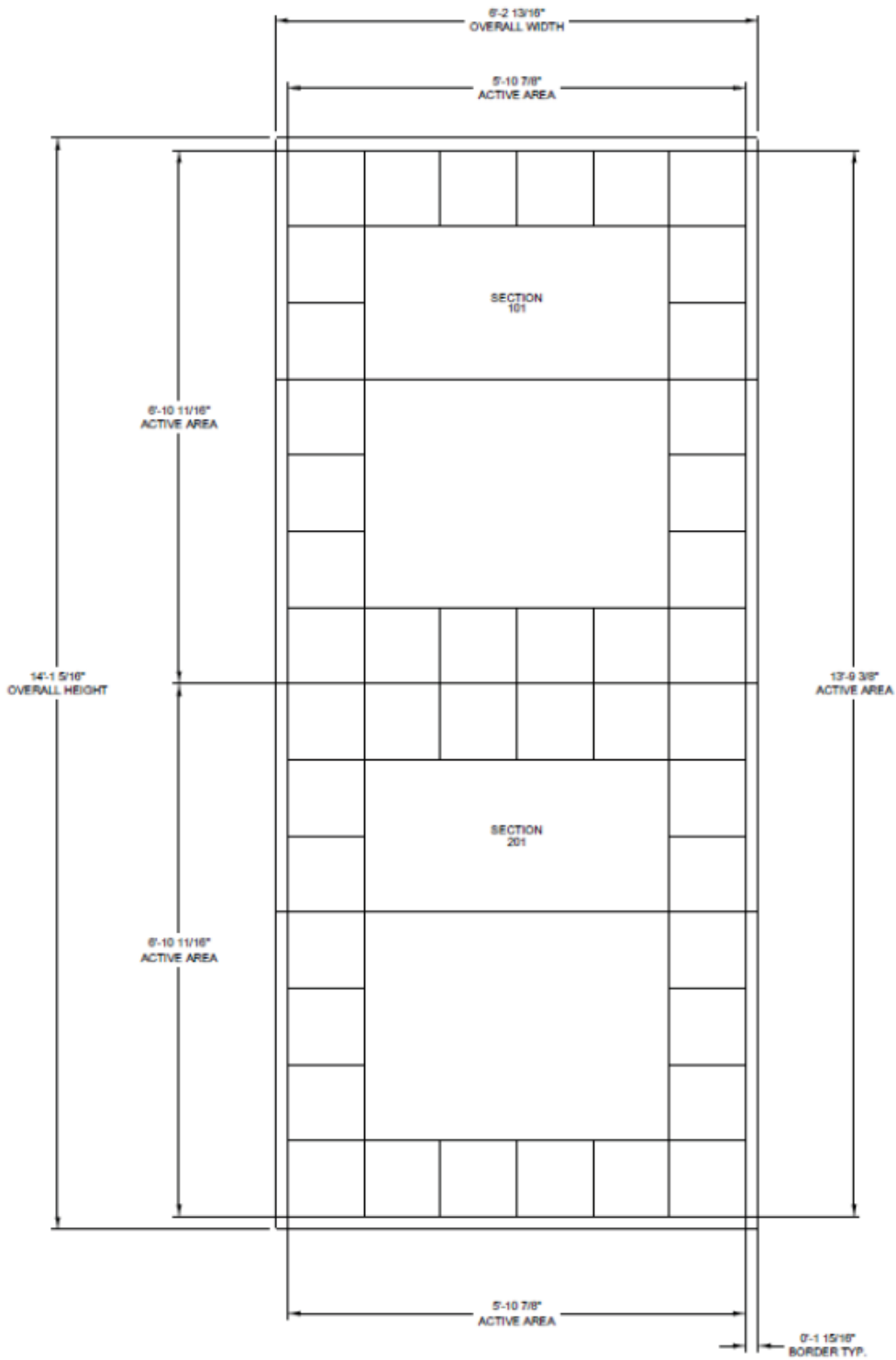
It is the responsibility of the Contractor to:

- A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide Contractor's employees and subcontractors notification of ACM
- B. Provide proof of asbestos training, medical examinations, and proper PPE (when necessary)
- C. Provide proper licenses, permits, and certifications
- D. Comply with all federal, state and local regulations
- E. Provide proof of and/or copies of required records upon request of the Greenville County Library System when necessary
- F. Provide a Safety Data Sheet (SDS) for all products proposed for use in Library System facilities.

- END OF SECTION -



**APPENDIX A, page 1**  
**Greenville County Library System RFP #04-03-22**  
**Existing Cabinet Structure**



Cabinet Dimensions: 14'1 5/16" x 6'2 13/16"  
 Active Area Dimensions: 13'9 3/8" x 5'10 7/8"

Display Matrix: 392x168  
 Pixel Spacing: 10m

**APPENDIX A, page 2**  
**Greenville County Library System RFP #04-03-22**



There are two digital display faces. One exactly like the one pictured is located on the other side of the structure.

The display cabinet is to remain as is.

The vertical Heritage Green sign is not included in the project and is to remain as is.

**GREENVILLE COUNTY LIBRARY SYSTEM**

**REMOVAL AND REPLACEMENT OF OUTDOOR DIGITAL DISPLAY SYSTEM  
HUGHES MAIN LIBRARY  
REQUEST FOR PROPOSALS #04-03-22**

**PROPOSAL FORM**

Proposal of \_\_\_\_\_ (“RESPONDER”), organized and existing under laws of the State of South Carolina.

In compliance with your Request for Proposal #04-03-22 (“RFP #04-03-22”), RESPONDER hereby acknowledges familiarity with and proposes to perform all WORK for the Removal and Replacement of Outdoor Digital Display System Hughes Main Library in strict accordance with the “SCHEDULE”, “INSTRUCTIONS”, “TERMS AND CONDITIONS”, and “APPENDIX A”, and at the price stated in RESPONDER’s response to RFP #04-03-22.

RESPONDER hereby agrees to commence WORK under contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete project within the time set forth in RESPONDER’s response to RFP #04-03-22.

RESPONDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL SUBMITTED BY:**

**Legal Entity:**

\_\_\_\_\_

**Entity Name on General Contractor’s License (if different from above):**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Printed Name:**

\_\_\_\_\_

**P.O. Box:** \_\_\_\_\_ **Street Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **S.C. Contractor’s License #:** \_\_\_\_\_

**Names of Subcontractor(s) to be used on this project:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GREENVILLE COUNTY LIBRARY SYSTEM**

**REMOVAL AND REPLACEMENT OF OUTDOOR DIGITAL DISPLAY SYSTEM  
HUGHES MAIN LIBRARY  
REQUEST FOR PROPOSALS #04-03-22**

**SCORE SHEET**

VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Non Responsive						CRITERIA	Total Score	Comments
	Low	Medium Low	Average	Medium High	High			
0	1	2	3	4	5	Responsiveness to the requirements of this RFP		
0	1	2	3	4	5	Previous experience on projects of similar scope and size		
0	1	2	3	4	5	Cost		
0	1	2	3	4	5	References		
0	1	2	3	4	5	Timeline for Completion		

Maximum Points 25

Total Score \_\_\_\_\_

Notes:

REMOVAL AND REPLACEMENT OF OUTDOOR DIGITAL DISPLAY SYSTEM HUGHES MAIN LIBRARY

STATE OF SOUTH CAROLINA )

GREENVILLE COUNTY LIBRARY SYSTEM )

This AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the GREENVILLE COUNTY LIBRARY SYSTEM, a component unit of the County of Greenville, South Carolina, having its principal place of business at 25 Heritage Green Place, Greenville, S.C. 29601 ("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 effective date of the Notice to Proceed, and shall remain in effect until June 30, 2022.

2. SCOPE OF SERVICES. The Library System has employed Contractor to remove and replace the outdoor digital display system at the Hughes Main Library.

These services to be provided by Contractor are set forth more fully in Library System Request for Proposals ("RFP") #04-03-22 and in Contractor's Response, received \_\_\_\_\_, to Library System RFP #04-03-22, attached hereto and incorporated herein by reference.

3. PRICE. Library System agrees to pay Contractor a total sum not to exceed \_\_\_\_\_ dollars (\$XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to Library System one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of Library System upon delivery; however, all original data gathered by Contractor and work

papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to Library System, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice Library System shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to Library System back-up data supporting the invoice. Library System and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by Library System and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the Library System, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

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

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

9. 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 the 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, 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 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 Library System's RFP #04-03-22.

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

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

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

**Comprehensive General Liability:**

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

**Automobile Liability:**

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

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the Greenville County Library System, its Board, and employees for losses from work performed by or on behalf of the Contractor.

**No deviation from these coverages will be accepted unless, in the Library System's sole discretion, it is more advantageous to the Library System, i.e.,**

**\$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

10. INDEMNIFICATION. Contractor agrees to indemnify and save harmless the Library System and all Library System officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses and 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 Library System, its officers, agents and employees.

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

12. 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 Library System.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards



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

14. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE.** 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 ["The Act"], the contractor agrees to fully indemnify the Library System for any loss suffered by the Library System as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

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

16. **CLIENT LITIGATION.** Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the Library System, if the

Library System requests such documents, witnesses and/or general assistance. The Library System shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of this Agreement.

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

18. 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:

*LIBRARY*

*CONTRACTOR*

Don Allen, Accounting 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) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the 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 Contractor's receipt of such notice from the Library System, nor less than thirty (30) days nor more than sixty (60) days after receipt by the 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 Library System shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the Library System shall not be responsible for any other charges.

Should the Library System fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the Library System shall be given notice of the default and an opportunity to cure such default within seven (7)

business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the Library System as of the date of termination.

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

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

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

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in Library System RFP #04-03-22 and Contractor's Response to Library System RFP #04-03-22 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 amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Contractor's Response to Library System RFP #04-03-22;
- D. Addenda to Library System RFP #04-03-22;
- E. Library System RFP #04-03-22.

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

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

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The Library System and Contractor further agree that this Agreement shall be deemed to be 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 County, South Carolina.

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

GREENVILLE COUNTY LIBRARY SYSTEM

By: \_\_\_\_\_

S. Allan Hill, Chair, Board of Trustees

By: \_\_\_\_\_

Beverly James, Executive Director

ATTEST: \_\_\_\_\_

Jill Cornwell, Administrative Projects Manager  
Greenville County Library System