ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR NEW BRANCH
RFP #12-04-22

**SCHEDULE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tr>
<td>SUNDAY, DECEMBER 4, 2022</td>
<td>Request for Proposals Advertised</td>
</tr>
<tr>
<td>THURSDAY, DECEMBER 15, 2022</td>
<td>Mandatory Letter of Interest must be submitted in writing by 4:00 PM, E.S.T. to Greg Hester, Operations Manager, Greenville County Library System, via email to <a href="mailto:ghester@greenvillelibrary.org">ghester@greenvillelibrary.org</a>, or mailed to Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601. Facsimile transmittals or telephone calls will not be accepted or considered.</td>
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<tr>
<td>TUESDAY, DECEMBER 20, 2022</td>
<td>All questions must be submitted in writing to Greg Hester, Operations Manager, Greenville County Library System, via email to <a href="mailto:ghester@greenvillelibrary.org">ghester@greenvillelibrary.org</a>, by 5:00 PM, E.S.T.</td>
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<tr>
<td>THURSDAY, JANUARY 12, 2023</td>
<td>Proposals must be delivered to Library System Administration, Greenville County Library System, 25 Heritage Green Place, Greenville, SC, 29601 no later than 3:00 PM, E.S.T. MARK PROPOSAL ENVELOPE “RFP #12-04-22”</td>
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<tr>
<td>JANUARY 13 – JANUARY 20, 2023</td>
<td>Review of Proposals and interview of finalists</td>
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<td>JANUARY 23, 2023</td>
<td>Tentative Date of Award</td>
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<tr>
<td>JANUARY 24 – FEBRUARY 17, 2023</td>
<td>Contract Negotiation</td>
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INSTRUCTIONS

I. **Scope of Work**
The Greenville County Library System (“Library System”) is a component unit of Greenville County, South Carolina. The Library System is governed by an eleven-member Board of Trustees appointed by Greenville County Council.

The Library System is seeking sealed proposals from architectural firms with public library experience to provide architectural and engineering services for the construction of a new branch library in Blue Ridge area located at 4031 North Highway 101, Greer, SC, 29651, subject to the conditions and provisions set forth herein and attached.

Responders must have ability to provide programming, schematic design, design development, construction and engineering documents, and construction administration for a new one-story public library building measuring approximately 12,000 SF.

The facility is to be located as close to the road as feasible to enhance its visibility, and feature a glass storefront. Parking and public and staff entrances are to be located at the rear of the building due to the property being deep and narrow (See APPENDIX A).

II. **Mandatory Letter of Interest**
A mandatory Letter of Interest must be submitted in writing by 4:00 PM, E.S.T. on December 15, 2022, to Greg Hester, Operations Manager, via email to ghester@greenvillelibrary.org, or mailed to Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601. Facsimile transmittals or telephone calls will not be accepted or considered.

III. **Licenses and Familiarity with Project**
By submitting a proposal, the Responder declares that the proper licenses have been obtained for this project, 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.

IV. **Submission Procedures and Requirements**
A. All submissions must be delivered no later than 3:00 PM, E.S.T on January 12, 2023, to Library System Administration, Greenville County Library System; 25 Heritage Green Place, Greenville, SC, 29601. Mark envelope with RFP #12-04-22. 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 telephonewill not be accepted or considered.

C. 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. **Statement of Qualifications**
Responders shall provide a Statement of Qualifications that includes the following elements in the order as they appear below:

a. A detailed statement of experience that includes examples of three (3) similar projects in
terms of scope, complexity and nature of use noting project dates, names and address of owners, name of project manager, authorization to proceed date, original projected completion date, actual completion date, original budget, final completion costs, reasons for any cost overrun(s) and contact information including telephone numbers of project references.

b. Resumes of the principal architect, project manager, interior designer and other key personnel that will participate in this project.

c. Detailed explanation of all aspects of the project, including programming, schematic design, design development, construction and engineering documents, development and construction administration.

d. A projected project schedule indicating time frame for each element with target completion date.

e. The planned number and frequency of site visits and/or inspections deemed necessary during construction administration. Include number and frequency of Owner/Architect/Contractor meetings and personnel that will be representing Responder at such meetings.

f. A preliminary site plan that shows storm water management, building with a single public entrance, a separate staff entrance with adjacent parking for Library System courier van, parking lot ingress and egress with layout of required number of parking spaces, bike racks, and area for potential building expansion.

VI. Inquiries and Addenda

A. Questions – All questions concerning this RFP are to be submitted in writing via email, to ghester@greenvillelibrary.org (Greg Hester, Operations Manager), no later than 5:00 PM, E.S.T., on December 20, 2022. All inquiries and responses will be distributed to all parties known to have attended the Mandatory Pre-proposal Meeting. 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 System 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 attended the Mandatory Pre-proposal Meeting. 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.

VII. 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 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, 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.
VIII. **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 #12-04-22.

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:
   
i. **Comprehensive General Liability:**  
   $1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

   ii. **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)

   iii. **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.
IX. Evaluation Criteria

Responses to this RFP 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 this Request for Proposals
- Experience with public library projects of similar scope
- Demonstrated ability to stay within budget on public library projects similar in scope
- References
- Experience of key personnel for project
- Overall approach to design of this project

X. 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 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.

XI. 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 the County.

- END OF SECTION -
GREENVILLE COUNTY LIBRARY SYSTEM

ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR NEW BRANCH LIBRARY

RFP #12-04-22

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 System 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 requirements of the solicitation during the contract period.

2. **Rights Reserved by the Library System:** The Library System reserves the right to reject any and all proposals, any portion thereof and waive any technicalities. Accordingly, the right is reserved to make award in the best interest of the Library System. Integrity, reputation, experience and past performance will be seriously considered in proposal evaluation. This solicitation does not commit the Library System to award a contract, to pay any costs incurred in the preparation of a proposal or to procure or contract for services listed in this RFP. The Library System reserves the right to make the final determination as to the Responder’s ability to provide the services requested herein. The Library System retains final approval over the scope of work.

3. **Responder’s Qualification:** Responders must, upon request of the Library System, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications.

4. **Responder’s 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 proposal. It is expected that this will 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 proposal or to any contract as a result of this proposal.

5. **References:** The responder shall provide a list of names, addresses and telephone numbers and email addresses of contact persons for at least three (3) references of public entities for whom the responder has performed or provided similar work or service.

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. **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.
8. **Questions:** Questions shall be submitted by email to the person listed in the solicitation by the date listed on the Schedule.

9. **Performance and Payment Bond:** 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.

10. **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.

11. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to parties who attended the Pre-Proposal Meeting. The Library System shall not be responsible for any verbal information given by any employees of the Library System in regard to this proposal.

12. **Number of Response Copies:** One (1) original and six (6) copies as well as an electronic version (PDF, flash drive or CD) of proposal.

13. **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.

14. **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.

15. **Federal, State and Local Laws:** The responder 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.
16. **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:

For use of Library System’s forces – actual cost involved.
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.

17. **Evaluation and Selection Criteria:** The proposals will be evaluated on the criteria listed below utilizing the score sheet included in this RFP. The listing is not indicative of any order or priority:

- Responsiveness to this Request for Proposals
- Experience with public library projects of similar scope
- Demonstrated ability to stay within budget on public library projects similar in scope
- References
- Experience of key personnel for project
- Overall approach to design of this project

The Library System reserves the right to interview responders to this RFP at its discretion. The Library System will not be responsible for any costs associated with proposals, presentations or interviews of responders.

18. **MBE/WBE Participation – Affirmative Action:**

A. MBE/WBE – Responders are encouraged to solicit MBE/WBE participation in fulfilling their contract. Responders should indicate in their proposals any MBE/WBE areas of involvement for monitoring purposes.

B. The selected firm 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.

19. **Default:** In case of default by the selected firm, the Library System may procure services from other sources and may recover the loss occasioned thereby from any unpaid balance due the firm or by proceeding against the firm’s performance bond, if any, and/or by suit against the firm.
20. **Termination for Cause:** This contract is subject to termination for failure to comply with the specifications, terms and conditions by the Library System or the selected firm 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, or not less than thirty (30) days nor more than sixty (60) days after receipt by the Library System from the selected firm. 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 selected firm only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

21. **Termination for Convenience:** The Library System may terminate for convenience any contract resulting from this request for proposals by providing sixty (60) calendar days advance written notice to the selected firm.

22. **Non-Appropriation:** Any contract entered into by the Library System resulting from this request for proposals 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.

23. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this request for proposal and the selected firm’s response are to be incorporated, in total, into the contract.

24. **S.C. Law Clause:** Upon award of contract under this proposal, 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 selected firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm 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.

25. **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 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.
26. **Assignment Clause:** Selected firm will be required to give the Library System ninety (90) days notice in the event of a change in the ownership of this contract. The 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 Library System.

27. **Indemnification:** The selected firm 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 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.

28. **Minor Deviations:** The Library System reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected firm.

29. **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.

30. **Conflict of Interest Statement:** The selected firm may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the Library System. The responder, by submitting a proposal, is in essence assuring the Library System that the responder’s firm is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

31. **Insurance:** The selected firm 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. All insurance policies shall be maintained for the life of the contract.

   A. **THE 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 selected firm shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the 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 selected firm’s insurance agent or broker to the Library System within ten (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 #12-04-22.

   D. Selected firm will provide the Library System a minimum of thirty (30) days advance notice in the event the insurance policies [or an insurance policy] is canceled.

   E. Selected firm 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 in favor of and/or applies to the Library System, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Umbrella/Excess Liability
$1,000,000 per occurrence over primary insurance
$1,000,000 annual aggregate

Professional Liability: (E&O)
Coverage must be written for no less than the following limits:
$1,000,000 per occurrence
$1,000,000 aggregate
Policy should state: “The limits are not to have been decreased by past liability which could substantially impact the availability of these limits.”

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., instead of $1,000,000 limit, a $2,000,000 or $5,000,000 limit would be acceptable.

32. **Contracts:** The Library System reserves the option to prepare and negotiate its own contract with the selected firm, giving due consideration to the stipulations of the firm’s contracts and associated legal documents. Responders may include with their submittal a copy of any proposed standard contract.

33. **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.
34. **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.

35. **Prohibition of Gratuities:** Neither the selected firm nor any person, firm or corporation employed by the selected firm 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.

36. **Publicity Releases:** The selected firm agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the user. The selected firm 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 selected also agrees not to publish, or cite in any form, any comments or quotes from the Library System staff unless it is a direct quote from the Library System Director.

37. **Public Record:** The 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 RFP are subject to requirements of the Freedom of Information Act and may be deemed public records.

38. **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.

39. **Americans with Disabilities Act:** All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice’s regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to ADA.gov.

40. **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 -
## SCORING SHEET

**VENDOR:** ________________________________________________  **DATE:** _______________

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<tr>
<th>NonResponsive</th>
<th>Low</th>
<th>MediumLow</th>
<th>Average</th>
<th>MediumHigh</th>
<th>High</th>
<th>CRITERIA</th>
<th>Score</th>
<th>Comments</th>
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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>Responsiveness to RFP</td>
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<td>5</td>
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<td>Experience of key personnel for project</td>
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<td>Overall approach to design of project</td>
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**Maximum Points 30**  
**Total Score ________**

**Notes:**
GREENVILLE COUNTY LIBRARY SYSTEM

ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR NEW BRANCH LIBRARY
RFP #12-04-22

PROPOSAL FORM

Proposal of ____________________________________(hereinafter called “RESPONDER”), organized and existing under laws of the State of South Carolina. In compliance with your Request for Proposal #12-04-22 (hereinafter called “RFP #12-04-22”), RESPONDER hereby proposes to perform all Architectural and Engineering Design Services work for a new branch library.

RESPONDER hereby agrees to commence WORK under contract within 30 days of the NOTICE TO PROCEED.

RESPONDER acknowledges receipt of the following ADDENDUM:

________________________________________________________________________

RESPONDER acknowledges familiarity with the “SCHEDULE”, “INSTRUCTIONS”, “TERMS AND CONDITIONS”, and “APPENDIX A”, and is satisfied relative to the work to be performed.

PROPOSAL SUBMITTED BY:

Legal Entity:________________________________________________

Signature:____________________________________________________

Printed Name:______________________________________________

P.O. Box:__________ Street Address:___________________________

City, State, Zip Code: ________________________________________

Telephone #:_______________________________________________

License #:_________________________________________________
Property Plat 4031 N Hwy 101, Greer, SC 29651