



## **INVITATION FOR BIDS #11-01-23**

### **CONSTRUCTION OF NEW BRANCH LIBRARY 4031 N HIGHWAY 101, GREER SC 29651**

#### **SCHEDULE**

November 1, 2023	Invitation for Bids Advertised
November 8, 2023	Mandatory Pre-Bid Meeting will be held at 2:00pm, Eastern Time, at Hughes Main Library Meeting Rooms, Greenville, SC 29615.
November 28, 2023	All questions must be submitted in writing to Greg Hester, Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601, or by email, <a href="mailto:ghester@greenvillelibrary.org">ghester@greenvillelibrary.org</a> by 4:00pm Eastern Time.
December 5, 2023	Final Addendum issued no later than 5:00pm.
December 12, 2023	Bids must be delivered to Greenville County Library System Administration, 25 Heritage Green Place, Greenville, SC 29601 no later than 2:00pm, Eastern Time.
December 13 – January 19, 2024	Review of Bids
January 22, 2024	Tentative date of Award

## INSTRUCTIONS

### I. **Introduction**

The Greenville County Library System ("Library System") is requesting sealed bids for the construction of a new branch library to be located at 4031 N HWY 101 Greer, SC, 29651.

### II. **Scope**

The Library System is seeking bids to provide all labor, materials and equipment for the construction of a new branch library. Contractor shall provide all work and materials as described in the drawings and specifications prepared by Craig Gaulden Davis, 19 Washington Park, Greenville, South Carolina 29601. General Contractors, licensed to do business in South Carolina, may obtain sets of those documents by contacting Kim Poole at 864-242-0761 or [kpoole@cgdarch.com](mailto:kpoole@cgdarch.com).

### III. **Bonding**

Information on Bid, Performance and Payment Bonds is listed in the Terms and Conditions (Section 8).

### IV. **Mandatory Pre-Bid Meeting**

A Mandatory Pre-Bid Meeting will be held November 8, 2023 at 2:00pm, Eastern Time, in the Meeting Rooms at the Hughes Main Library, 25 Heritage Green Place, Greenville South Carolina 29601.

### V. **Bid and Sub-Contractors**

Bid and a listing of the sub-contractors and their services (mechanical, electrical, etc.) must be submitted on the attached DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT). Each bidder must submit a bid on the form provided. The bidder shall sign the bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.

### VI. **Submission Procedures, Requirements**

#### A. Submittals

Bidders shall submit one (1) original and five (5) bound copies of their bid as well as an electronic version (PDF, flash drive or CD). To ensure acceptance of the bid, the Invitation for Bids number IFB# 11-01-23 should be clearly shown on the lower left corner of the bid envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

Bids, whether mailed or hand delivered, must be received in the Library Administration Office at the Hughes Main Library, 25 Heritage Green Place, Greenville, SC by 2:00 PM, Eastern Time, December 12, 2023. Bids received will be time/date stamped. Bids received after the bid closing time/date will not be accepted.

## **VII. Statement of Qualifications**

Bidders shall provide the following with their submittal:

1. Overview of company background.
2. Copy of General Contractor's License and Certifications.
3. Staffing or organizational chart showing staff that will be used for this project.
4. Corporate/individual qualifications and experience, including certifications.
5. Current resume(s) for individuals(s) assigned to this project.
6. References related to at least two projects completed in the past three years of similar size and scope, including the name of the facilities, address and telephone number, plus the name and title of a contact person. The Greenville County Library System may contact the references at any time during the bid review process.

## **VIII. Inquiries and Addenda**

- A. Questions - All questions concerning this IFB are to be submitted in writing via electronic mail, or regular mail to the address listed below, no later than 4:00pm Eastern Time, November 28, 2023. Please refer all questions in writing about this Invitation for Bids and project to: Mr. Greg Hester ([ghester@greenvillelibrary.org](mailto:ghester@greenvillelibrary.org)), Greenville County Library System, 25 Heritage Green Place, Greenville, South Carolina 29601.

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

- B. Addenda - This IFB represents the most definite statement Greenville County Library System will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all parties known to have attended the Mandatory Pre-Bid Meeting. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if necessary, postpones the date for receipt of bids or cancels this IFB. Responders shall acknowledge receipt of all addenda with their Bid.

## **IX. General Information**

- A. Proprietary Information - The Greenville County Library System is a public body and subject to the South Carolina Freedom of Information Act. Documents submitted to the Library System relating to this Invitation for Bids are subject to requirements of the South Carolina 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 Invitation for Bids. Where errors or omissions appear in the IFB, the Responder shall promptly notify the Library System in writing of such error or omission it discovers. Any significant error, omission, and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

- C. Withdrawal of Bid - An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.
- D. Non-Endorsement - If the 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 Library System's endorsement of the successful Responder's services.

**X. Insurance**

The contractor 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. 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 and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

- A. 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.
- B. All Certificates of Insurance submitted shall provide on the face of the certificate reference to the Library System's IFB #11-01-23.
- C. 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.
- D. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

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

**Automobile Liability:**

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

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

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

**No deviation from these coverages will be accepted unless, in the 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.**

**XI. Evaluation Criteria**

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

- END OF SECTION -

## TERMS AND CONDITIONS

1. IFB Opening and Award: Bids will be examined promptly after opening and each bid will be announced to all participants. No decision will be made until Library System Administration has had ample time to review each bid.
2. Rights Reserved by the Library System: The Library System reserves the right to reject any and all bids, 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 bid evaluation. This solicitation does not commit the Library System to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for goods or services listed therein.
3. Responders Responsibility: Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
4. Waiver: The Library System reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, Specifications, or technicalities when it is deemed to be in the best interest of the Library System to do so.
5. Bid form: Each bidder must submit a bid on the form provided. The bidder shall sign the bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid, or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
6. Bid Bond: Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Cashier's Check, or Bank Money Order of any national or state bank and shall be made payable to the Greenville County Library System. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the Library System, may be rejected. The bond will be forfeited to the Library System by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.
7. Return of Bid Bond: When bids are awarded, the Library System will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.

8. Performance and Payment Bond: The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the Library System, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the 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's Accounting Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the Library System the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the Library System, then the bid bond of the bidder shall be retained by the Library System in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the Library System before it is made effective. The successful bidder shall have a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the Library System, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect for one year after completion of the contract.
9. Availability of Bonding Agency: In addition, the bonding company must have an agent available to meet and explain the Library System's responsibility in maintaining the integrity of the bond.
10. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The Library System shall not be responsible for any verbal information given by any employee of the Library System or Craig Gaulden Davis in regard to this Invitation for Bids.
11. Bid Changes: Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
12. Bid Price: The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for 60 days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.

13. 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.
14. Tie Bids: In the case of tie bids, the Library System reserves the right to make the award based on the factors outlined in Section 7-305 of the Greenville County Procurement Ordinance, or in what it considers to be in the best interest of the Library System.
15. 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.
16. Evaluation Criteria: Project will be awarded to the lowest responsive bidder. The Library System reserves the right to interview responders to this IFB at its discretion.
17. Quality: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
18. MBE/WBE Participation – Affirmative Action:
  - a) MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

- b) The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin, or physical handicap.
19. Default: In case of default by Contractor, the Library System may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by proceeding against the Contractor's performance bond, if any, and/or by suit against Contractor.
20. 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.
21. 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.
22. Non-Appropriation: Any contract entered into by the Library System resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
23. Incorporation of Bid into Contract: The Terms and Conditions and Specifications of this bid and the selected firm's response are to be incorporated into the contract.
24. S.C. Law Clause: Upon award of contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

25. Assignment Clause: Successful bidder 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.
26. Indemnification: The contractor agrees to indemnify and save harmless the Library System and all 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.
27. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
28. Minor Deviations: The Library System reserves the right to negotiate minor deviations from the prescribed terms, conditions, and requirements with the selected responder.
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 its business. The contractor shall keep fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations, which in any manner affect the fulfillment of the contract and shall comply with the same.
30. Conflict of Interest Statement: The Contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the Library System. The responder, by submitting a bid, is in essence assuring the Library System that the company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
31. Insurance: The Contractor shall not commence work under this contract until it has obtained all insurance required, and such insurance has been approved in writing by the Library System, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- a) THE GREENVILLE COUNTY LIBRARY SYSTEM SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation and Professional Errors and Omissions regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the Contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the Greenville County Library System. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- b) Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the 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 Systems' IFB #11-01-23.
- d) Contractor will provide Library System a minimum of (thirty) 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- e) Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

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

**Automobile Liability:**

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

**Statutory Worker's Compensation:**

Coverage A – State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

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

No deviation from these coverages will be accepted unless, in the 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.

32. Contracts: The Library System reserves the option to prepare and negotiate its own contract with the successful responder, giving due considerations 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.
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 his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
34. Sub-Contracting: The Contractor shall not subcontract any portion of this contract without proper written approval from the Library System.
35. Non-Collusion: Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
36. 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.
37. 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 staff unless it is a direct quote from the Community Engagement Manager.

38. Public Record: All information submitted relating to this bid, except for proprietary information, shall become part of the public record to the extent required by the South Carolina Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the South Carolina Freedom of Information Act. The Library System assumes no responsibility for the release of information not clearly and properly labeled as proprietary. 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. Illegal Immigration Reform Act Compliance: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or Sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any Subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court, or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the Subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the Sub-subcontractors language requiring the Sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, Subcontractor and/or Sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the Contractor agrees to fully indemnify the Greenville County Library System for any loss suffered by the Greenville County Library System as a result of such Contractor, Subcontractor or Sub-subcontractor's failure to comply with the Act.
40. Safety, Health, and Security: Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors, and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the Greenville County Library System.

41. 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.
42. 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.

- END OF SECTION -

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 -

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Blue Ridge Branch Library
- C. Project Location: 4031 N. Highway 101, Greer, SC 29651.
- D. Owner: Greenville County Library System.
- E. Architect: Craig Gaulden Davis, Inc.
- F. Architect Project Number: 23005.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Craig Gaulden Davis, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

B. ADD ALTERNATE NO. 1: **Emergency Responder Radio Coverage System**

- 1. **Add Alternate No. 1:** Delegated-Design Submittal: For bidding purposes, the Contractor shall engage a qualified, reputable manufacturer experienced in the design and installation of Emergency Responder Radio Coverage Systems and obtain a quote (good for a period of 2 years) for a complete system for a building of this type and size that includes all labor, equipment, materials, conduit pathways, and roof penetrations required. This quote shall be included as an Add-alternate along with the Base Bid. After the building exterior walls, interior walls, roof, and ceilings have been installed, a test shall be done to determine if an Emergency Responder Radio Coverage System will be required. If so, the system manufacturer shall proceed with the design and installation of the Emergency Responder Radio Coverage System at the cost of the original quote.

2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Plumbing Work: \_\_\_\_\_.

2. HVAC Work: \_\_\_\_\_.

3. Electrical Work: \_\_\_\_\_.

1.5 UNIT PRICES

- A. Unit Prices are proposed as follows:

1. **Unit Price No. 1:** Removal & Replacement of Unsatisfactory Soil Material:

\_\_\_\_\_ / Cubic Yard

2. **Unit Price No. 2:** Mass Rock Excavation and Replacement with Satisfactory Soil Material:

\_\_\_\_\_ / Cubic Yard

3. **Unit Price No. 3:** Trench Rock Excavation and Replacement with Satisfactory Soil Material:

\_\_\_\_\_ / Cubic Yard

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_.

2. Addendum No. 2, dated \_\_\_\_\_.

3. Addendum No. 3, dated \_\_\_\_\_.

4. Addendum No. 4, dated \_\_\_\_\_.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Greenville County, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witness By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, State, Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

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