



CONSTRUCTION MANAGER AT RISK

SELECTIVE DEMOLITION/RENOVATION

3715 E NORTH ST

RFP# 6-28-26

RESPONSES MUST BE SUBMITTED TO:

Greenville County Library System
ATTN: Administration
25 Heritage Green Place
Greenville, SC 29601

Greenville County Library System
Construction Manager at Risk
Selective Demolition/Renovation 3715 E North St

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1. Public Notice

GREENVILLE COUNTY LIBRARY SYSTEM
RFP #6-28-26
CONSTRUCTION MANAGER AT RISK FOR
SELECTIVE DEMOLITION/RENOVATION
3715 E. NORTH STREET

Greenville County Library System is soliciting sealed proposals for Construction Manager at Risk-- Selective Demolition/Renovation of 3715 E. North Street, subject to the conditions and provisions set forth in RFP #6-28-26, available at <https://greenvillelibrary.org/ifb-rfp>. To obtain drawings and specifications, contact Stuart Stenger at [sstenger@cgdarch.com](mailto:ssstenger@cgdarch.com) or 864-242-0761.

A mandatory pre-proposal meeting will be held at the Hughes Main Library in Meeting Room A at 25 Heritage Green Place, Greenville SC on July 7, 2026 at 11:00am Eastern Time.

Sealed proposals must be delivered to Greenville County Library System Administration, 25 Heritage Green Place, Greenville SC, 29601 by August 12, 2026, 3:00pm Eastern Time. Proposals received will be publicly opened at that time.

2. Introduction

2.1 Summary

Greenville County Library System (“Library System”) is seeking experienced, qualified firms to provide Construction Manager at Risk (CMAR) Services for the selective demolition/renovation of a former grocery store into a branch library located in Greenville, SC.

2.2 Contact Information

Don Allen

Finance Manager

25 Heritage Green Place

Greenville, SC 29601

Email: dallen@greenvillelibrary.org

Phone: [\(864\) 527-9236](tel:(864)527-9236)

2.3 Timeline

Project Issue Date	June 28, 2026
Pre-Proposal Meeting (Mandatory)	July 7, 2026, 11:00am Greenville County Library System Hughes Main Library 25 Heritage Green Place Greenville, SC 29601
Site Visit (Not Mandatory)	July 8, 2026, 9am-12pm July 9, 2026, 9am-12pm
Question Submission Deadline	July 24, 2026, 5:00pm
Proposal Submission Deadline	August 12, 2026, 3:00pm
Review of Proposals	August 13-21, 2026
Tentative Date of Award	August 24, 2026
Contract Negotiations	August 25-September 15,2026
Issue Notice to Proceed	TBD

3. Scope of Work

3.1 Selective Demolition/Renovation

Greenville County Library System is seeking experienced, qualified firms to provide Construction Manager at Risk (CMAR) Services for the selective demolition/renovation of a former grocery store into a branch library located in Greenville, South Carolina.

Firms responding to this solicitation shall acquaint themselves with this Request for Proposal to ascertain the issues and requirements of this project.

Completing the project on time and within an approved budget for the project is critical. Firms responding to this Request for Proposals must demonstrate previous success in new facilities projects and project administration.

Firms shall submit evidence demonstrating their ability to obtain a high quality project that can be completed on time and within budget.

Greenville County Library System reserves the right to retain the successful firm for construction services.

All of the work is to be provided by the CMAR Contractor under a service agreement for Pre-construction Services and a Construction Agreement for Construction Services with a Guaranteed Maximum Price (GMP) between the Owner (Greenville County Library System) and the CMAR Contractor. The GMP and signed contract are to be executed prior to the commencement of the work.

3.2 Pre-Construction Phase Services

A. Design Document Review services shall be completed to:

- Perform constructability reviews and availability of materials and labor;
- Identify project sequencing and possible “early” construction packaging for phased construction;
- Evaluate major systems and make recommendations concerning the most cost- effective;
- Evaluate the budget and make suggestions for cost-savings or value enhancements;
- Update cost estimates and scheduling; and
- Consult with subcontractors on components of the work.

B. Additional Requirements

1. Coordinate with the Owner regarding the remediation, removal, and disposal of asbestos containing materials (ACM) within the building. This work will be completed by the Owner during the pre-construction phase, and sequencing shall be coordinated accordingly.
2. The exterior concrete panels are anticipated to be cast-in-place tilt-up construction. Existing concrete flutes and surface coatings appear to have been applied after the original panel casting. Some localized spalling is evident. The Contractor shall perform

investigative testing to determine whether the flutes were applied post-casting. Evaluate the feasibility of removing this layer to expose the original panel surface for direct attachment of the new cladding framing system.

3. Provide an x-ray scan and report on one typical concrete panel where new openings are to be cut into the existing panels. This is to verify that the panels are not post-tensioned and to identify typical reinforcing locations for new design coordination.
 4. Conduct, at a minimum, two test pits along the exterior wall perimeter to expose the top and face of the existing footing. Test pits shall be done on the West and South Elevations to allow the design team to verify existing footing limits and conditions for the detailing of a new brick veneer support. Test pits shall be backfilled after the design team's inspection and verification.
 5. Open exterior soffit areas as indicated on the Main Level RCP Demolition Plan to allow the design team to verify existing conditions and concealed structure. Additional exploratory removal may be required. All areas opened for investigation shall be temporarily secured and recovered after the design team's inspection and verification.
 6. Provide cost estimating, cost management, value analysis, and value engineering services throughout the development of the design documents. At a minimum, pricing and review updates shall be provided at the following milestones: Schematic Design validation, Design Development, 50% Construction Drawings and 100% Construction Drawings. Provide a Guaranteed Maximum Price (GMP) upon completion of the construction documents or at a mutually agreed upon time by the Owner, Architect, and CMAR.
- C. GMP Development – CMAR Contractor will, at the latest, commence upon the completion of 100% Construction Documents and specifications. A pre-construction GMP development schedule shall be provided to Greenville County Library System and Architect for review. The costs for each phase of formal pricing shall be developed through an open-book process whereby sub-contractor costs will be shared with the Owner and Architect upon request. The GMP shall also include CMAR General Condition costs, overhead costs and profit for all work under the Construction Phase Services Agreement, as described in the following outline of CMAR Construction Phase Services, as well as any contingency allowances.
- D. GMP Negotiation - If GMP negotiations are successful, and approval is received from the Library Board, a contract between Greenville County Library System and Contractor to perform construction services will be executed. The CMAR shall competitively solicit all construction subcontracts and other work appropriate for competitive selection but is free to use qualification factors other than price of work to select construction subcontractors that will deliver the greatest value to Greenville County Library System.

3.3 Construction Phase Services

- A. Construction Administration Services - This represents the management and administration of the CMAR's Construction Phase contract obligations including, but not limited to, the following activities:
- Provide all requisite bonds and insurance for the construction of the project
 - Possess the requisite license and assure that all subcontractors are also appropriately licensed, bonded and insured for the tasks needed to complete construction phase of the project
 - Procure and manage all equipment and construction contractors to complete the Construction Phase scope of work for the project
 - Hold bi-weekly progress/construction meetings and submit meeting minutes for review and approval by Greenville County Library System and Architect
 - Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.
 - Manage subcontractors (contracts, insurance, and bonds)
 - Prepare applications for payment requests and maintain cash flow projection and schedule of values
 - Submit and track shop drawings and equipment Operations & Maintenance (O&M) Manuals
 - Track Request for Information and/or clarifications (RFIs)
 - Prepare record drawings; Startup and commission facilities with operator training through completion of acceptance testing
 - Facilitate project close-out
 - Administer warranties through the warranty period
- B. Site Security- Site security will be the responsibility of the CMAR throughout the duration of the construction phase. The CMAR will need to develop an acceptable security plan to control access to the construction site during all phases of construction.
- C. Project Schedule - Requirements will include developing a detailed project construction schedule defining construction activities of each element of the project and their inter-relationships along with milestone dates relative to project completion and permit requirements using approved scheduling software. Monthly monitoring, updating, and reporting of the project schedule will be required to demonstrate an efficient and timely delivery of the project.
- D. Project Budget Reporting - Requirements will include the preparation of a project budget monitoring protocol to provide monthly updates on the status of the following financial attributes of the project: update cash flow projections for the Construction Phase including actual construction costs; maintain a comparative assessment of actual costs relative to the GMP; and provide documentation of any resultant changes in the projected life cycle costs resulting from construction-related decisions and/or changes.

- E. Design Compliance Review – Review will include meetings with Greenville County Library System representative(s) and Architect to validate that the design requirements are being provided during the Construction Phase. The meetings shall occur as necessary but not less than every two weeks. One objective of these meetings will be to review the CMAR's documentation of any resultant changes in the projected costs resulting from construction-related decisions and/or changes.
- F. Submittals will include, but are not limited to, the following:
- Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted
 - Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed
 - Prepare and submit submittals required by individual Specification Sections
 - Collect information into a single submittal for each element of construction and type of product or equipment
- G. Operation and Maintenance (O&M) Manuals – Manuals will include, but are not limited to, the following:
- A complete set of equipment O&M manuals that provide the requisite components
 - An O&M manual for the instrumentation and control system, including a complete log of the programming and signal tagging list
 - A custom prepared O&M manual for the operation of the overall facility that includes the startup and shutdown under normal and emergency conditions
 - Equipment summary reference sheets and maintenance schedules for all major equipment with interface references to equipment O&M
 - A trouble-shooting section for normal and emergency conditions
 - O&M manuals for any additional elements necessary to acquire the operating permits for the facility
 - O&M documents shall be in PDF format and created from the software in which they were produced or scanned at a resolution of 300 dpi or greater. All text of the document(s) must be text-selectable and searchable with the exception of pages which are in their entirety drawings or diagrams. The electronic documents provided will allow Greenville County Library System to edit electronically as desired
- H. Startup and commissioning of the renovated facility will include completion of the requisite startup and commissioning activities. At a minimum, the activities will include the following:
- Completion of equipment operational check-out and startup
 - Operational testing of the individual systems
 - The operation of the overall facility as a whole under various configurations necessary to demonstrate compliance with the acceptance test requirements and the process performance criteria defined in the final contract documents.

- I. Training shall be provided to Greenville County Library System selected staff and videotaped by the CMAR. The operator training will include pre-startup training that will continue through the startup, acceptance testing, and commissioning of the project. All training scheduling will be coordinated with the Library System. All O&M manuals will be presented in electronic versions (format to be agreed upon by Library System) and hard copies.

- J. Construction Documentation Management shall be implemented as defined in the construction management plan to collect and store the following data in a readily retrievable manner: correspondence, payment requests, schedule updates, test results, shop drawings, RFIs, change requests, record drawings, and miscellaneous submittals to Library System and Architect. Management software that allows for access by CMAR, Library System and Architect is preferred.

- K. Project Closeout will include activities needed to complete final completion of the Construction Phase following the notification of Substantial Completion. Closeout activities will include, but not be limited to, the completion of all punch list items defined at the point of substantial completion, training, commissioning, final permit acquisition, and project document transfer.

- L. Warranty Administration will be provided by the CMAR throughout the requisite warranty period and will include activities such as: warranty request tracking, event documentation and response monitoring, direct interface with suppliers requesting and monitoring all warranty service needs and corrective activities, and providing any modification and/or updates to the project record drawings that may result from warranty activities.

4. Instructions to Responders

4.1 Pre-Proposal Meeting

A mandatory Pre-Proposal Meeting will be held at the location, date, and time specified in the Timeline. A site visit is not required, but will be made available July 8 and July 9, 2026, 9am- 12pm.

4.2 Pricing

The Proposal shall include the following pricing:

- Pre-construction Fee (lump sum)
- Construction Fee based on anticipated construction schedule (percentage)
- General Conditions Fee based on the anticipated construction schedule, scope and construction cost budget (lump sum budget)
- Owner/Contractor Savings Split
- Selective Demolition Package Scope (lump sum)
- Provide an estimated construction cost budget, with recommended contingencies, based on the Schematic Design Drawings. This estimated construction budget will be used by the Architect and Owner to develop the complete project budget.

Vendors shall list any and all pricing associated with Pre-construction Phase Services. The Guaranteed Maximum Price (GMP) for the Constructive Phase will be negotiated at a later date. If a short list is recommended by the evaluation team, each shortlisted firm invited to interview will be asked to explain their fee during the interview. These fee proposals will be part of the selection evaluation.

4.3 Bonding

Bonding will not be required during the Pre-construction Phase. Bonding will be required during the Construction Phase.

4.4 Statement of Qualifications

All items are required. This checklist is provided to assist Responders in ensuring they submit a complete proposal. Non-submittal of a required item is considered non-responsive and may be cause for rejection of proposal.

The Proposal shall include the following information in the exact order listed. The Proposal shall be letter-sized (8.5 x 11) with a total page limit of forty (40) single-sided pages or twenty (20) double-sided pages. The Proposal submission shall include five (5) bound copies and one (1) digital copy and shall be submitted as outlined herein. Proposals may include ledger-sized pages (11 x 17), but each ledger-sized page will be counted as two pages. All other pages or brochures will count in the page limit.

The Proposal shall include the following sections:

- A. Cover Letter
- B. Proposal Requirements

- C. CMAR Project Approach
- D. Preconstruction Phase Services Approach
- E. Construction Phase Services Approach
- F. Approach to Project Criteria of Significant Interest

A. COVER LETTER

1. A statement indicating that the Proposal is hereby submitted, signed by an authorized representative of the Responder, and specifically acknowledge receipt of any addenda by date.
2. A statement indicating the Responder's intent to execute an Agreement with the Owner if selected for the Project.
3. A statement from the Responder acknowledging that an evaluation team established by the Library System will evaluate the Proposals and make a recommendation to the Library Board of Trustees for either a) award project to the highest scoring Responder or b) to interview a shortlist of Responders. If interviews are held, final determination and award of the CMAR Contract for this project will be selected following the interview process. The statement should also state that the Responder understands and agrees there is no statutory or legal entitlement to be awarded the CMAR Contract, and hereby waives the right to object to the Library System's methods of evaluation of submitted Proposals.

Requirements for all other sections of the Proposal are included in the following Proposal Requirements.

B. PROPOSAL REQUIREMENTS

Proposals are to include all of the content listed and follow the organization outlined in this section.

1. Responder Questionnaire - Failure of Responder to meet the requirements of any of the following elements listed below will result in a determination of "Not qualified" and the Responder will be excluded from further participation in this solicitation.
2. Firm must hold a valid South Carolina General Construction Manager License and General Contractor (BDS) license. A copy of each license must be submitted and should be placed in an appendix (does not count toward page limit).
3. Has the Responder or any of its Officers (including any experience and time while employed by another firm) been convicted of criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning moral turpitude, antitrust, public contracting, or prevailing wages over the past 10 years?
4. Has the Responder or any of its Officers (including any experience and time while employed by another firm), Parent, Affiliates, or Subsidiaries had a judgment entered for contract default or been barred from bidding on public contracts over the last 10 years?
5. General Background of Responder
 - a. Responder name, address, and contact information.
6. Has Responder operated under the current name for the last 10 years? If not, attach a complete explanation for operating under a different name as well as previous name and address within last 10 years.

7. Current Officers and length of time with the Responder. Also, identify those authorized to sign contracts on behalf of the Responder.
 - a. Name, address, and telephone number of Parent and each Subsidiary and Affiliate of the Responder.
8. Has the Responder, its Parent, or any of its Subsidiaries had a bankruptcy petition filed in its name, voluntarily or involuntarily within the last 10 years? If yes, list the number of bankruptcies.
9. Has the Responder been found civilly or criminally liable for environmental non-compliance over the last 10 years?
10. OSHA Experience Modification Ratio for the past five years.
11. Lost Time Incident Rate (LTIR) for the past five years.
12. Proposed Project Personnel
 - a. Provide an overall organizational chart for the Responder. In addition, include detail information as indicated below.
 - i) Proposed Project Manager
 - a) Provide the resume of the individual who is the best candidate for this position. List name, qualifications, and background. Include names and addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume: "This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of Library System."
 - b) Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed Project Manager has supervised/managed in the last 10 years for the Proposer or another company. At a minimum, the following information shall be provided:
 - Project Name
 - Brief Description of Scope
 - Constructed Value
 - Project Description and Completion Date
 - Delivery Method
 - Candidate's Position and Duties
 - Owner Point of Contact, Address, and Phone Number
 - ii) Proposed Site Superintendent
 - a) Provide the resume of the individual who is the best candidate for this position. List name, qualifications, and background. Include names and addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume: "This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of Library System."
 - b) Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed Site Superintendent has supervised/managed in the

last 10 years for the Proposer or another company. At a minimum, the following information shall be provided:

- Project Name
- Brief Description of Scope
- Constructed Value
- Project Description and Completion Date
- Delivery Method
- Candidate's Position and Duties
- Owner Point of Contact, Address, and Phone Number

iii) Proposed On-Site Assistant Project Manager

a) Provide the resume of the individual who is the best candidate for this position.

List name, qualifications, and background. Include names and addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume: "This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of Library System.

b) Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed On-Site Assistant Project Manager has supervised/managed in the last 10 years for Proposer or other company. At a minimum, the following information shall be provided:

- Project Name
- Brief Description of Scope
- Constructed Value
- Project Description and Completion Date
- Delivery Method
- Candidate's Position and Duties
- Owner Point of Contact, Address, and Phone Number

iv. Sub consultants (if applicable): Outline proposed scope of work and provide resumes and contact information for any proposed sub consultants. Resumes shall be a maximum of two pages and shall include: qualifications; project experience; professional registrations; and present and anticipated workload.

13. Scheduling Capabilities: The Responder shall have the capability of preparing and utilizing the Critical Path Method (CPM) scheduling technique specified herein. A statement of CPM scheduling capability shall be submitted with the Proposal to verify that either the Responder's organization has in-house capability qualified to use the technique, or that the Responder employs a consulting firm or contract individual who is so qualified.

14. Responder Experience: Provide the requested information for the Responder for the satisfactory completion of a minimum of three similar projects within the last 10 years. Responders must make sure contact is current as these Attachments will be used as Responder's references.

Greenville County Library System reserves the right if, in its judgment, the projects submitted under this section are not representative of the overall history of the Responder's performance over the last 10 years.

C. CMAR PROJECT APPROACH

1. Describe your plan for implementing a CMAR methodology, including collaboration with Greenville County Library System and Architect.
2. Provide an outline of your health and safety plan. Describe how your approach applies to this project. Describe the project staffing dedicated to the health and safety program.
3. Provide an outline of your quality plan for construction. Describe how your approach applies in a CMAR environment. Describe the project staffing dedicated to the quality program.
4. Provide a preliminary summary level schedule for the construction of the project. Schedule should reflect the Proposer's methodology for effectively managing and executing the work.
5. Provide any comments or suggested changes to the draft summary Scope of Services outlined in Section 4 of this document.
6. Provide documentation verifying that Responder satisfies Greenville County Library System's Minimum Requirements which shall not be less than the following amounts:
 - a. Responder must have a safety Experience Modification Rate (EMR) average of not greater than 1.0 over the last three years. A letter from a third party documenting the firm's EMR for at least the last three years must be submitted and should be placed in an appendix (does not count toward page limit).
 - b. Responder must have bonding capacity to provide a payment and performance bond for the total cost of the work. A letter from a surety stating that the firm has sufficient bonding capacity must be submitted and should be placed in an appendix (does not count toward page limit).
 - c. Responder must be able to obtain a Builder's Risk Insurance Policy for the total cost of the work. A letter from an insurance company stating that they can certify that the firm has the ability to obtain a comprehensive builder's risk policy for the total cost of the work must be submitted and should be placed in an appendix (does not count toward page limit).
 - d. Responder must include a current Contractor's Certificate of Insurance, and must be insurable according to the amounts listed in section 6. Insurance. A letter from the firm's insurance carrier verifying these limits must be submitted and should be placed in an appendix (does not count toward page limit).

D. PRE-CONSTRUCTION PHASE SERVICES APPROACH

1. Describe your plan to provide preconstruction services and incorporate value engineering services into the design of the project.
2. Describe your approach to developing the GMP, including level of effort and resources required to deliver the GMP.
3. Describe your plan for a transparent procurement system with a wide variety of evaluation and selection methodologies that can be audited for fairness and competitiveness. List anticipated early procurement equipment and materials.

E. CONSTRUCTION PHASE SERVICES APPROACH

1. Describe your general approach to constructing the project. Describe how your construction staff will interact with the design team to seek design clarifications and resolve design discrepancies in the field.
2. Describe how you will document actual construction costs during the construction period and make these costs available to Greenville County Library System for verification and audit.
3. Describe your approach to equipment and sub-consultant selections with Architect and Greenville County Library System. Describe how your construction staff will interact with the design team to ensure transparency. Please provide an example of this evaluation form that would be used during the construction phase.
4. Describe your plan for delivering construction, including a percentage (%) of total work that will be self-performed. For subcontracted work, describe how you will select the best value subcontractors and oversee and guarantee their performance.
5. Describe how you will manage sub-contractors to ensure they perform as expected.
6. Describe how you will ensure site security during all phases of construction.

F. APPROACH TO PROJECT CRITERIA OF SIGNIFICANT INTEREST

1. Guaranteed maximum price — please give examples if GMP was not met and why
2. Schedule — please give examples if schedule was not met and why
3. Architectural — what experience does the Responder have with public library facilities and/or complex renovation projects?
4. Schedule — how soon would the Responder be able to begin performing pre-construction services after award?

4.5 Submission Procedures and Requirements

- A. All submissions must be received by August 12, 2026 at 3:00pm. Submissions will not be accepted after the deadline. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.
- B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions. Facsimile transmittals, hard copies or offers communicated by telephone will not be accepted or considered.
- C. Proposals shall be organized in the following manner with the subject headings and sequence indicated.
 1. Cover Letter
 2. Proposal Requirements
 - a. Responder Questionnaire
 3. CMAR Project Approach
 4. Preconstruction Phase Services Approach
 5. Construction Phase Services Approach
 6. Approach to Project Criteria of Significant Interest
 7. Fee Proposal
- D. 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 Library System.

4.6 Inquiries and Addenda

Responders shall submit all inquiries regarding this bid in writing to Don Allen, Greenville County Library System, 25 Heritage Green Place, Greenville, SC 29601, or by email to dallen@greenvillelibrary.org. Please note the deadline for submitting inquiries. All answers to inquiries will be distributed to all parties known to have attended the Mandatory Pre-Proposal Meeting. Greenville County 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.

Addenda Notification: This RFP represents the most definite statement Greenville County Library System will make concerning information upon which proposals are to be based. Addenda, when issued, will be distributed to all parties known to have 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.

5. General Information

- A. Proprietary Information** – Greenville County Library System is an independent public body created by the County of Greenville 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.
- B. Errors and Omissions** – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify Greenville County Library System in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.
- C. Withdrawal of 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 he/she is the representative of the Responder must be provided.
- D. Non-Endorsement** – If 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 Library System's endorsement of the successful Responder's services.

6. Insurance

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

- A. **GREENVILLE COUNTY LIBRARY SYSTEM SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, 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 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 Greenville County Library System's RFP #.
- 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:
 1. **Comprehensive General Liability:**
 - a. \$1,000,000 per occurrence - combined single limit
 - b. \$2,000,000 general aggregate, to include products and completed operations.
 2. **Automobile Liability:**
 - a. \$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)
 3. **Statutory Worker's Compensation:**
 - a. Coverage A - State of SC
 - b. Coverage B - Employers liability
 - i. \$1,000,000 Each Accident
 - ii. \$1,000,000 Disease, Per Employee
 - iii. \$1,000,000 Disease, Policy Limit

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

No deviation from this coverage 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.

7. Evaluation

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Responsiveness to this RFP	0-5 Points	5 <i>(8.3% of Total)</i>
2.	CMAR Approach	0-5 Points	5 <i>(8.3% of Total)</i>
3.	Pre-Construction Phase Approach	0-5 Points	5 <i>(8.3% of Total)</i>
4.	Construction Phase Approach	0-5 Points	5 <i>(8.3% of Total)</i>
5.	Cost Proposal	0-5 Points	5 <i>(8.3% of Total)</i>
6.	Schedule	0-5 Points	5 <i>(8.3% of Total)</i>
7.	Responder's Experience with Guaranteed Maximum Price Projects	0-5 Points	5 <i>(8.3% of Total)</i>
8.	Responder's experience on projects of similar scope and size	0-5 Points	5 <i>(8.3% of Total)</i>
9.	Proposed staff and experience	0-5 Points	5 <i>(8.3% of Total)</i>
10.	Ability to meet project costs	0-5 Points	5 <i>(8.3% of Total)</i>
11.	Ability to meet project deadlines	0-5 Points	5 <i>(8.3% of Total)</i>
12.	References	0-5 Points	5 <i>(8.3% of Total)</i>

8. Bonds

8.1 Bid Bond:

**** A BID BOND IS NOT REQUIRED FOR THIS PROJECT ****

8.2 Performance and Payment Bond:

The successful Responder, within fifteen (15) working days after acceptance of the Responder's offer by the Greenville County Library System, shall furnish a satisfactory performance and payment bonds in the amount of the total bid 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's Finance Manager. A copy of the written approval shall be transmitted to the successful Responder stating the terms of any extension. 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 Greenville County Library System, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful 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.

8.3 Availability of Bonding Agency:

The bonding company must have an agent available to meet with Greenville County Library System officials to clarify and explain the Library System's responsibility in maintaining the integrity of the bond.

9. Terms and Conditions

9.1 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 Greenville County Library System.

9.2 Response Opening and Award:

Responses shall be publicly opened and only the names of the Responders disclosed at the opening. No decision will be made until Library System staff have had ample time to review each response. Award will be made at the earliest possible date. Greenville County 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 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. Submissions will not be accepted after the deadline. There will be no exceptions. By submission of a response, Responder is guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

9.3 Rights Reserved by Greenville County 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 weighed in response evaluation. This solicitation does not commit Greenville County 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.

9.4 Responders 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 the responder's ability to provide the products or services requested herein.

9.5 Responders 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.

9.6 References:

Greenville County 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.

9.7 Waiver:

Greenville County 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.

9.8 Rejection:

Greenville County 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.

9.9 Response Signature and Solicitation Alterations:

The responder shall sign his 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.

9.10 Specification Changes, Additions and Deletions:

Responders known to have attended the Mandatory Pre-Proposal Meeting will receive addenda notifications.

Greenville County Library System shall not be responsible for any verbal information given by any employees of Greenville County Library System in regard to this proposal.

9.11 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.

9.12 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.

9.13 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.

9.14 Deduction and Holdbacks:

In addition to Greenville County 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 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 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.

9.15 Evaluation Criteria:

The proposals will be evaluated on the criteria included in this RFP. Greenville County Library System reserves the right to interview responders or ask for demonstrations to this RFP at its discretion. Greenville County Library System will not be responsible for any costs associated with interviews of responders or demonstrations.

9.16 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.

9.17 MBE/WBE Participation – Affirmative Action:

- A. Responders 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 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.

9.18 Default:

In case of default by successful Responder 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 successful Responder or by proceeding against the successful Responder's performance bond, if any, and/or by suit against successful Responder.

9.19 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.

9.20 Termination for Convenience:

Greenville County Library System may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the successful Responder.

9.21 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.

9.22 Incorporation of Proposal into Contract:

The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

9.23 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.

9.24 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.

9.25 Assignment Clause:

Successful responder 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 Greenville County Library System.

9.26 Indemnification:

The contractor agrees to indemnify and save harmless Greenville County Library System and all Library System officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the Library System, its officers, agents and employees.

9.27 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 responder 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 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.

9.28 Minor Deviations:

Greenville County Library System reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Responder.

9.29 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. 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.

9.30 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. By submitting a response, the Responder is in essence assuring the Library System that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

9.31 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 Responder's contracts and associated legal documents. Responders should include with their submittal a copy of any proposed standard contract.

9.32 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 Greenville County Library System act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

9.33 Sub-Contracting:

The contractor shall not subcontract any portion of this contract without proper written approval from Greenville County Library System.

9.34 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 bidding in conjunction with this response.

9.35 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.

9.36 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 Executive Director.

9.37 Public Record:

The Greenville County Library System is an independent public body created by the County of Greenville 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.

9.38 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.

9.40 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).

9.41 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.

Failure by Contractor, Contractor's employees or any subcontractor to comply with the County of Greenville Asbestos Plan (copy to be distributed at the mandatory Pre-proposal Meeting) and/or any governing agency's regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. 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, 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 Greenville County Library System when necessary
- F. Provide a Safety Data Sheet (SDS) for all products installed in Library System Facilities.

10. Responder Questionnaire

10.1 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.

Please confirm

*Response required

10.2 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.

Please confirm

*Response required

10.3 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

response, is in essence assuring the Library System that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

Please confirm

*Response required

10.4 Non-Collusion*

The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

Please confirm

*Response required

10.5 Response Submittal*

Responders shall submit their proposal information for this RFP to Greenville County Library System, Administration, 25 Heritage Green Place, Greenville, SC 29601.

*Response required

10.6 Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

Explanatory Note: The purpose of this question is to confirm the Responder's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions, deviations or modifications to terms or conditions that are expressly requested in the following or that have been requested and approved prior to submission of the Proposal. All exceptions, deviations or modifications to the Solicitation, regardless of whether the Library System approved such items prior to submission of the Proposal, must be clearly set forth in these questions.

The Responder, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional question following hereto. As used in this question, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including all sections of this RFP.

The Responder takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

The Responder requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested

exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Greenville County Library System shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

*Response required

If you request any exceptions, deviations or modifications, please indicate your exceptions/deviations clearly. Reference the specific language to which you are taking exception or deviating from.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Greenville County Library System shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

If no exceptions, deviations or modifications are being requested please indicate with a N/A.

*Response required

10.7 Instructions to Responders

Respondents are required to read and confirm the following questions:

10.7.1 Instructions*

- A. Responders shall answer all questions.
- B. Proposals, amendments must be delivered not later than August 12, 2026 at 3pm Eastern Time to Greenville County Library System Administration, Hughes Main Library, 25 Heritage Green Place, Greenville, SC 29601. Without exception, responses will not be accepted after the submission deadline. Greenville County Library System strongly recommends completing your response well ahead of the deadline.
- C. Proposal may be withdrawn prior to the submission due date and time, a new submission can be submitted up to the proposal due date and time.
- D. Quote prices on units specified with packing included.
- E. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
- F. If specifications or descriptive papers are submitted with Proposals, enter respondents name thereon.
- G. If the article bid upon has a trade name or brand, show same in the proposal.
- H. When required, furnish samples, free of expense, prior to opening of Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
- I. Show delivery time required after order is received (see below).

Please confirm

*Response required

10.7.2 Conditions*

- A. The Greenville County Library System reserves the right to reject any and all Proposals, and to waive all technicalities.
- B. Unit prices will govern over extended prices, unless otherwise stated in notice.
- C. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
- D. In case of default of contractor, Greenville County Library System reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
- E. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
- F. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
- G. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County Library System.
- H. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
- I. Unless otherwise indicated by Greenville County Library System, prices must be firm.

Please confirm

*Response required

10.7.3 Offer and Agrees*

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this Proposal is accepted within ____ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within ____ days after receipt of order, delivered, all transportation costs included.

*Response required

10.7.4 Discount*

Discount will be allowed as follows: 30 calendar days _____ % (Example: 5)

*Response required

10.8 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.

*Reference #1**

Please identify your first reference in the following format:

Company Name:

Full Name of Contact Person:

Company Address:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required

*Reference # 2**

Please identify your second reference in the following format:

Company Name:

Full Name of Contact Person:

Company Address:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required

*Reference # 3**

Please identify your third reference in the following format:

Company Name:

Full Name of Contact Person:

Company Address:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required

10.9 MBE/WBE

*MBE/WBE**

Indicate yes or no if your agency is a Minority Owned Business Enterprise or Woman Owned Business Enterprise.

Yes

No

*Response required

*MBE/WBE areas of involvement for monitoring purposes.**

Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

*Response required

10.10 Authorized Contact Information

The following contact shall have the authority to submit the response to this solicitation, clarify any information needed, and will be the contact for any contract negotiations.

*Contact Information**

Please identify an authorized contact for your response in the following format:

Full Name of Contact Person:

Title of Contact Person:

Contact Person Telephone Number:

Contact Person Email Address:

*Response required