

ANDERSON COUNTY

**Law Books
BID PACKAGE**

Bid #11-001

AUGUST 2011

SECTION I
INFORMATION AND CONDITIONS
FOR BIDS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF RECEIVED FROM ANDERSON COUNTY.

1. Preparation of Bid Form. Anderson County Library, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter referred to as “Library”) invites your bid on the form included in this Bid package (the “Bid Package”) to be submitted at the time and place stated in the Notice Calling for Bids (the “Notice”). Bids shall be submitted on the prescribed Bid Form, which, along with all other documents in the Bid Package, must be completed in full. All labor, material, equipment, overhead, direct, indirect costs and profit are to be included in prices submitted in Bid. All Bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in long hand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the party submitting the Bid.

2. Form and Delivery of Bids. The Bid must conform and be responsive to all requests in the Bid documents and shall be made on the Bid Form provided, and the complete Bid, together with all additional materials required in the Bid Package, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Office of the Anderson County Library Director, 300 N. McDuffie Street, Anderson, South Carolina, 29621 and must be received on or before the time set forth in the Notice for the opening of Bids. The envelope shall be plainly marked in the upper left hand corner with the party making the Bid's name, the Project designation and the date and time for the opening of Bids. It is the party submitting the Bid's sole responsibility to ensure that its Bid is received prior to the Bid deadline. Any Bid received after the scheduled closing time for receipt of Bids shall be returned to the party submitting the Bid unopened. At the time set forth in the Notice for the opening of Bids, the sealed Bids will be opened and publicly read aloud at the place indicated in the Notice.

3. Signature. The Bid Form, all Information Required of Party submitting the Bid, Non-Collusion Affidavit, the Vendor’s Agreement when executed, and any and all Guarantees must be signed in the name of the party submitting the Bid and must bear the signature of the person or persons duly authorized to sign these documents. If the party submitting the Bid is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the party submitting the Bid is a joint venture or partnership, there shall be submitted with the Bid a statement signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the

joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful party, who shall act in all matters relative to the Vendor's Agreement for the joint venture or partnership. If the party submitting the Bid is an individual, his/her signature shall be placed on all such documents.

4. Modifications. Changes in or additions to any of the documents contained in the Bid Package, alternative Bids, or any other modifications, which are not specifically called for by the Library, may result in the Library's rejection of the Bid as not being responsive. No oral or telephonic modification of any Bid will be considered. Prior to the opening of Bids, a written modification signed by the party submitting the Bid postmarked and received by Library prior to the opening of Bids or a facsimile modification duly signed by the party submitting the Bids received prior to the opening of Bids may be considered by the Library.

5. Erasures, Inconsistent or Illegible Bids. The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the Bid. In the event of inconsistencies between words and figures in the Bid, words shall control. In the event that Library determines that any Bid is unintelligible, illegible or ambiguous, the Library may reject such Bid as not being responsive.

6. Withdrawal of Bids. Any Bid may be withdrawn by written request, or by facsimile transmission confirmed in the manner specified above for Bid modifications, at any time prior to the scheduled closing time for receipt of Bids. No Bid may be withdrawn for a period of 120 days after Bids are opened.

7. Interpretation of Bid Documents. If any party submitting a Bid is in doubt as to the true meaning of any part of the Bid documents, or finds discrepancies in, or omissions from any requirements and specifications, a written request for an interpretation or correction thereof may be submitted to the County. The party submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid documents will be made only by addendum duly issued by the County, and a copy of such addendum will be hand delivered or mailed or faxed to each party submitting a Bid known to have received a Bid Package. No person is authorized to make any oral modification of any provision in the Bid documents, nor shall any oral modification be binding upon the County. If discrepancies in the requirements or specifications, or conflicts between requirements, specifications, terms or conditions exist, the interpretation of the County shall prevail. Any party submitting a Bid shall become familiar with the Specifications and drawings (if any). SUBMISSION OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PARTY SUBMITTING THE BID HAS DETERMINED THAT THE REQUIREMENTS AND SPECIFICATIONS ARE SUFFICIENT FOR SUBMITTING A BID. THAT PARTY SUBMITTING THE BID IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS;

8. Party submitting the Bid Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless alternate Bids are specifically called for by the County.

9. Award of Contract. The Library reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or in the Bid process. If two identical Bids are received from responsive and responsible parties submitting the Bids, the Library may elect to determine the Vendor by following Section 2-634(g) of the Anderson County Code of Ordinances.

10. Alternatives. If alternate Bids are called for, the contract may be awarded at the election of the Anderson County Library Board to the most responsive and responsible party submitting the Bid on the base Bid, or on the base Bid and any alternate and any deductive or base Bid and any combination of alternates and any deductives.

11. Anti-Discrimination. It is the policy of the Library that in connection with all services performed under Library contracts, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, physical disability, mental disability, or medical condition. In addition, the successful party agrees to require like compliance by any authorized sub-vendors employed on the work by the successful Vendor.

12. Hold Harmless. The successful Vendor, awarded the contract, shall indemnify and hold harmless the Library, its board members, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, including, but not limited to, attorney's fees, of any nature whatsoever, which may be incurred by reason of:

(a)(1) death or bodily injury to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor, its officers, agents, employees, or sub-vendor's and their employees arising out of or in any way connected with the work called for in this Project, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

(b) Any injury to or death of any person(s) or damage to, loss or theft of any property, arising out of, or in any way connected with, the work covered by this Project, whether said injury or damage occurs either on or off Library property, except for liability resulting from the sole active gross negligence or willful misconduct of the Library.

The Vendor, at Vendor's own expense, cost, and risk shall defend, at Library's request, any and all actions, suits, or other proceedings that may be brought or instituted against the Library, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Library, its board members, officers, agents or employees in any action, suit or other proceedings as a result thereof.

13. Confidential Information and Trade Secrets. All bids become a matter of public record at the time of the response openings. By submitting a response, any party submitting a Bid specifically assumes any and all risks and liability associated with all information, including any marked confidential, in the response and the release of information. The Library under no circumstances shall be liable to any party submitting a Bid or any other party for the legally mandated disclosure of any information submitted by any party submitting a Bid whether marked Trade Secret or otherwise. The Library reserves the right not to consider Bids in which all, or portions, of the proposal are declared to be Trade Secrets or otherwise marked as confidential.

14. Equal Opportunity. All persons and business organizations will receive consideration for an award of a contract without regard to age, gender, race, religion, color, or national origin.

15. Costs for Bid Preparation. Costs incurred in the preparation of the Bid and subsequent demonstrations or any other activities related to the Bid will be borne by the party submitting the Bid. The rejection of any bid in whole or in part will not render the Library liable for any cost or damage of any party submitting a Bid.

16. Library's Right to Accept or Reject Bid. The Library reserves the right to accept or reject any or all of the Bids submitted. The Library reserves the right to accept or reject any or all quotes or parts thereof and to award the contract as is determined to serve the Library's best interest. The Library reserves the right to contract with other firms at its sole discretion. The Library reserves the sole right to decide whether a Bid does or does not comply with the requirements of the Bid solicitation, and to accept, reject or negotiate modifications of suppliers' Bids.

17. Property of the Library. The vendor's Bid will become the property of the Library and will not be returned. Any information disclosed to the Library in the Bid solicitation and Bid process will be considered an integral part of the Bid.

BY EXECUTION HEREOF, the party submitting the Bid acknowledges receipt and its understanding of the information and conditions contained hereinabove and agrees to be bound by same.

VENDOR

Print Name of Corporation or Entity

By: _____

Print Name: _____

EXHIBIT A
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY PARTY MAKING THE PROPOSAL AND SUBMITTED WITH PROPOSAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PERSONALLY appeared before me _____, being first duly sworn, who deposes and states that he or she is _____ of _____, the party making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, limited liability company or corporation; that the Proposal is genuine and not collusive or a sham; that the party making the Proposal has not directly or indirectly induced or solicited any other party making a Proposal to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any party making a Proposal or anyone else to put in a sham Proposal, or that anyone shall refrain from making a Proposal; that the party making the Proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the party making the Proposal or any other party making a Proposal, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other party making the Proposal, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the party making the Proposal has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

VENDOR

Print Name of Corporation

By: _____
Print Name: _____
Its: _____

SWORN to before me this _____ day
of _____, 20____

_____(L.S.)
NOTARY OF PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____
(Attach Notary Seal)

EXHIBIT B

**ANDERSON COUNTY LIBRARY LAW BOOKS
BID FORM**

Name of Party submitting the Bid: _____

To: Anderson County Library Director

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: **Law Books**

Bid No: 11-001

Total Bid Price for Law Books described in the Specifications (attached)

<u>Qty</u>	<u>Description (book title)</u>	<u>Unit Price</u>	<u>Extended Price</u>
	<u>TOTAL</u>		

You may bid on one or all titles, you may also bid on one volume or as many as needed. No minimum bid.

**** Payment terms are net 20 days.**

Specifications

Anderson County Library is requesting bids on the following items:

ALR 3d Series – 1 (1965)
ALR 3d Series – 100 (1980)
ALR 4th Series – 1 (1980)
ALR 4th Series – 90 (1991)
ALR 5th Series – 1 (1992)
2 Copies of ALR 5th Series – 14 (1993)
ALR 5th Series – 52 1997
ALR 3d and 4th Series Quick Index (1980)
ALR 4th Series Electronic Search Queries and West Digital Key Numbers for Annotations (1992)
ALR Quick Index 3d, 4th, and 5th Series A-Z (1995)
ALR Quick Index 3d, 4th, and 5th Series A-Z (1996)
ALR Quick Index 3d, 4th, and 5th Series A-Z (1997)
ALR Quick Index 3d, 4th, and 5th Series A-Z (1998)
Shephard's Citations for ALR Part 1 (1989)
Shephard's Citations for ALR Part 2 (1989)
Shephard's Citations for ALR Supplement (1989-95)
ALR ALR Fed L Ed, Shephard's Citations for Annotations (Feb 1997, May 1997, August 1996, May 1996, February 1996, November 1995, August 1995)
Federal Supplement 1 (1933) – Federal Supplement 110 (1953) [Missing 111]
Federal Supplement 112 (1953) – Federal Supplement 119 (1954) [Missing 120]
Federal Supplement 121 (1954) – Federal Supplement 147 (1957) [Missing 146, 2 Copies 145 (1957)]
Federal Supplement 148 (YEAR) – Federal Supplement 156 (1958) [Missing 157]
Federal Supplement 158 (1958) - Federal Supplement 175 (1959) [Missing 176]
Federal Supplement 177 (1960) - Federal Supplement 186 (1961) [Missing 187]
Federal Supplement 188 (1961) - Federal Supplement 193 (1961) [Missing 194]
Federal Supplement 195 (1961) - Federal Supplement 198 (1962) [Missing 199]
Federal Supplement 200 (1962) - Federal Supplement 202 (1962) [Missing 203]
Federal Supplement 204 (1962) - Federal Supplement 235 (1965) [Missing 236]
Federal Supplement 237 (1965) [Missing 238]
Federal Supplement 239 (1965) - Federal Supplement 240 (1965) [Missing 241, 242]
Federal Supplement 243 (1965) - Federal Supplement 255 (1966) [Missing 256]
Federal Supplement 257 (1967) - Federal Supplement 262 (1967) [Missing 263]
Federal Supplement 264 (1967) - Federal Supplement 267 (1967) [Missing 268]
Federal Supplement 269 (1967) - Federal Supplement 276 (1968) [Missing 277, 278]
Federal Supplement 279 (1968) - Federal Supplement 289 (1969) [Missing 290]
Federal Supplement 291 (1969) - Federal Supplement 295 (1969) [Missing 296]
Federal Supplement 297 (1969) - Federal Supplement 347 (1973) [Missing 348]
Federal Supplement 349 (1973) - Federal Supplement 996 No. 1 (1998) [2 Copies 408 (1976)]
Federal Practice and Procedure Supplemental Service:
April 1997
August 1997

October 1997
November 1997
January 1998
February 1998
March 1998
April 1998
May 1998
June 1998
July 1998

Shepard's United States Citations:

1A (1943)
1B (1943)
2 (1943-71)
3 (1934-71)
4 (1971-3)

Shepard's United States Citations Constitution Code Statutes Treaties Court Rules (1968)

Shepard's United States Citations – Statutes:

July 1973
October 1973
January 1974
April 1974
July 1975
October 1975
January 1976

Shepard's United States Citations Cases 1973-5

Shepard's Federal Circuit Table (1960-71)

Supreme Court Reporter:

110B (1989)
111B (1990)
112, 112A (1991)
113, 113A, 113B (1992)
114, 114A, 114B (1993)
115, 115A, 115B (1994)
116, 116A, 116B (1995) (2 Copies)
117, 117A, 117B (1996) (2 Copies)
118 (1997)