

REQUEST FOR PROPOSALS

DIGITAL TELEPHONE SYSTEM

ANDERSON COUNTY LIBRARY

ANDERSON COUNTY, SOUTH CAROLINA

Read all parts of this proposal package thoroughly.

Follow all instructions exactly as written.

Return all paperwork requested.

Sign all documents as required.

Submit your complete package on or before the date required, before the time requested.

Failure to comply with the above could result in your proposal being declared non-responsive and may result in your Proposal not being considered.

ALL QUESTIONS SHOULD BE ADDRESSED TO THE PERSON LISTED BELOW PRIOR TO COMPLETING AND SUBMITTING THE PROPOSAL.

Library Director or Authorized Representative	<i>Date</i>
Faith A. Line 300 N. McDuffie St. Anderson, SC 29621 864-260-4500, ext. 102 fline@andersonlibrary.org	6/24/16

Proposals shall be accepted until 11:30 a.m., Monday, July 25, 2016. Proposals received after the above date and time shall not be considered. Bids will be opened immediately following the deadline.

SECTION I

INFORMATION FOR PROPOSERS

1. DEFINITIONS:

- a) Anderson County Library hereinafter will be referred to as the “Library”.
- b) “Library Director” shall be the person occupying the position of the Anderson County Library Director.
- c) The words “Contractor”, “Vendor”, “Bidder”, “Offeror”, “Consultant”, and “Proposer” are used interchangeably throughout this RFP to define the firm, person, partnership, limited liability company or corporation submitting a proposal for the pending solicitation.
- d) All references to days in this solicitation mean calendar days, unless otherwise stated.
- e) All references to “shall”, “must”, and “will” are to be interpreted as mandatory language.
- f) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP”.
- g) “Successful Proposer” shall be the successful Proposer with whom the Digital Telephone System Agreement is entered by the Library.

2. PURPOSE AND LIBRARY INFORMATION

a) PURPOSE OF THE RFP

1. This document is a request for proposals from qualified firms who are interested in providing the Library with an digital telephone system to be installed at the Main Library at 300 N. McDuffie Street, Anderson. This should be a state-of-the art commercial-quality digital telephone system with a digital voicemail system placed throughout the Main Library. The Anderson County Library will provide UPS power, monitor, keyboard, mouse, etc.

This Request for Proposals is available on the library’s website at www.andersonlibrary.org.

2. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by any Proposer who wishes to submit a proposal for consideration.

b) ABOUT ANDERSON COUNTY LIBRARY

1. Anderson County is situated in the northwest corner of South Carolina and covers a total area of 777 square miles. Established in 1826, the County has grown to become home to over 173,000 residents, and represents a thriving commercial, industrial, residential and tourist center. Much of its economic growth can be attributed to the fact that the County is located on Interstate 85.

2. The Library is governed by a seven-member Library Board that in turn hires a Library Director to handle daily operations and to provide professional expertise in library management. The Library is a component part of Anderson County.

3. Telephone System Requirement.

The Library requires assistance with the installation of a new digital telephone system for the Main Library, located at 300 N. McDuffie Street, Anderson, SC.

3. INSTRUCTIONS

- a) Proposals shall be publicly received and the name of the submitting parties shall be recorded at the time and place indicated by the advertisement of this solicitation. Proposals shall be made in the official name of the firm or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, partnership, limited liability company or corporation submitting the proposal. In addition, the Federal Employer Identification Number (FEIN) or in its absence, the Social Security Number of the individual issuing the invoices must be included.
- b) Proposer shall include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- c) Proposer shall submit two (2) original sealed proposals clearly marked: "Digital Telephone System" in an enclosed and secured envelope/container containing the proposal with the name and address of the sender, and shall be addressed to the Anderson County Library, Library Director, 300 N. McDuffie Street, Administrative Offices, Anderson, S.C. 29622-4047.
- d) **Proposals shall be accepted until 11:30 a.m., Monday, July 25, 2016. Proposals received after the above date and time shall not be considered.**
- e) In the event that a proposal is unintentionally opened prior to the official time set for the opening, the employee opening such a proposal shall immediately sign the envelope, state his position/title and deliver it to the Library Director.
- f) All prices and quotations shall be entered in ink or type written, and shall remain firm for not less than one hundred twenty (120) calendar days from date of proposal.
- g) Proposer may cross out mistakes and insert correction. Any such changes or corrections shall be initialed in ink by the person signing the proposal.
- h) The Library shall not accept responsibility for unidentified proposals.
- i) Under no circumstances will the Library be liable for any costs associated with any proposal or response to this solicitation and RFP. Proposer shall bear all costs associated with the preparation of responses to this solicitation.
- j) In case of non-appropriation of funds, the Library may terminate the solicitation or any resulting contractual relationship resulting from this solicitation, in whole or in part, without further obligation to the Proposer.
- k) It is the intent and purpose of the Library that this RFP promote competition. It shall be the Proposer's responsibility to advise the Library Director, in writing, if any language, requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Library Director at least five (5) calendar days prior to proposal receipt date. A review of such notification shall be made by the Library Director.

l) Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

m) Proposal preparation must follow the directions below:

1. All proposals shall be complete and carefully worded, and must convey all of the information requested by the Library. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Library and the Library alone will be the judge as to whether that variance is significant enough to reject the proposal.

2. Proposals are to be prepared simply and in a manner designed to provide the Library with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles and paragraphs.

3. Each copy of the proposal should be bound in a single volume where practical. If your proposal includes any comments over and above the specific information requested in our RFP, you are to include this information as a separate appendix to your proposal.

n) Proposals must be clearly marked "CONFIDENTIAL" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, Section 30-4-40, Code of Laws of South Carolina, 1976, as amended. If any part is designated as "CONFIDENTIAL", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The Library reserves the right to determine, in its sole discretion, whether this information should be exempt from disclosure.

o) Pricing data shall be submitted along with the response to this RFP on the Proposal. Form in Section III of this package.

p) A Request for Proposals may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Library Director.

q) Verbal comments or discussions by Library personnel relative to this solicitation shall not be binding on Library.

r) For additional information, please contact Faith A. Line at (864) 260-4500, ext. 102.

4. EVALUATION AND AWARD CRITERIA

a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations. The Library reserves the right to request the top ranking Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer.

b) LETTER OF AWARD

Once the Successful Proposer has been selected, a Letter of Award will be transmitted to the Successful Proposer. The Library is not obligated to accept the lowest cost proposal. The award of the contract will be made to the Proposer providing the most responsive and responsible proposal that is most

advantageous to the Library based on the criteria set forth below. The Library reserves the unqualified right to reject any and all proposals or accept any such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

c) AWARD CRITERIA

During the evaluation, Evaluation Team members will award points for each proposal based on the four Evaluation Criteria set forth on Exhibit A attached hereto.

5. GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reasons of race, color, sex, religion, national origin or physical handicap.

b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, or specifications, may be rejected or otherwise disregarded.

c) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by the Library. Any amendments or interpretations that are not signed and in writing shall not legally bind the Library or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter or fax to the Library Director.

d) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the Library Director. This RFP package, the negotiated results documented in writing, and the winning Proposer's proposal shall constitute the entire agreement.

e) AWARDING POLICY.

The award of the contract shall be made in accordance with provisions of the Code of Ordinances of Anderson County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the Library based on the criteria discussed above. However, the unqualified right is reserved to reject any and all proposals received and in all cases, and the Library shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

f) COMPLETE DOCUMENTS.

All supplementary documents and attachments are essential parts of this contract and requirements occurring in one are as binding as though occurring in all.

g) AGREEMENT ADMINISTRATION.

Questions or problems arising after award of this contract shall be directed to the Library Director, 300 N. McDuffie Street, 2nd Floor Administrative Offices, Anderson, South Carolina 29621.

h) COVENANT AGAINST CONTINGENT FEES.

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the Library shall have the right to annul this agreement without liability or in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

i) DEFAULT.

In case of default by the Successful Proposer, the Library reserves the right to purchase any or all services in open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied.

j) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award of contract, Proposer shall not discuss this procurement with any party except the Library Director. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Library Director.

k) STATEMENT OF ASSURANCE, COMPLIANCE AND NON-COLLUSION.

1. To be eligible for consideration, Proposer shall certify in writing that the Proposer complies with all applicable federal, state and local laws and regulations, including the Code of Ordinances of Anderson County, South Carolina.
2. Proposer shall provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.
3. A Statement of Assurance, Compliance, and Non-Collusion, a copy of which is attached hereto as Exhibit B, along with other statements and certifications is hereby provided to the Proposers.

l) DRUG FREE WORKPLACE ACT.

It is the intent of the Anderson County Library to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that such requirements shall apply to all procurement actions involving an award for Fifty Thousand Dollars (\$50,000.00), or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act, a copy of which is attached hereto as Exhibit C. Failure to comply with this requirement shall result in rejection of an offer.

m) EXPLANATION TO PROSPECTIVE PROPOSERS.

Any prospective Proposer desiring an explanation or interpretation of the solicitation, shall request in writing, five (5) days prior to proposal receipt date, which will allow a reply to reach all respective Proposers before submission of their proposal.

Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

n) EXAMINATION OF RECORDS.

The Anderson County Library Director or her duly authorized representative shall, until three (3) years after final payment under this agreement, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

o) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform the agreement arises out of

cause beyond the control and without the fault or negligence of the Proposer. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In every case the failure to perform must be beyond the control of the Proposer and without fault or negligence of the Proposer. The Proposer shall not be liable for any excess costs for failure to perform due to a force majeure, unless supplies or services to be furnished by Proposer were obtainable from other sources in sufficient time to permit the Proposer to meet the required delivery or performance schedule.

p) IMPROPER INFLUENCE.

1. The Library Director is the only authorized agent of the Library with regard to this RFP. The Library Director is responsible for all contractual affairs related to the agreement to be entered hereunder. The Library Director may appoint, in writing, a technical representative to help monitor performance. This individual shall hereinafter be referred to as the Library Director Representative. The Proposer must use this chain of communications at all times on all aspects of this contractual relationship.

2. Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Library Director is prohibited. Violation of this provision may result in suspension or debarment. Aggrieved Proposers are encouraged to follow Library procedures on any matter related to this agreement.

q) INDEMNIFICATION.

Proposer shall indemnify, defend and hold harmless the Library, its employees, library board members, agents, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Proposer or anyone acting under its direction or control or in its behalf in the course of its performance under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Proposer or an agent of the Proposer or an employee of anyone of them, regardless of the negligence of the Library or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the Library. Upon request of the Library, Proposer shall, at no cost or expense to the Library, defend any suit asserting a claim for any loss, damage or liability specified above, and Proposer shall pay any cost and attorneys' fees that may be incurred by the Library in connection with any such claim or suit or in enforcing the indemnity granted above.

r) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the Library are financially responsible and able to show evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the agreement. Library may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the Library all such information and data as the Library may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to use. The Library reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Library that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

s) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this solicitation or agreement.

t) PROHIBITION OF GRATUITIES.

Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

u) PUBLICITY RELEASES.

Proposer agrees not to refer to award of this agreement in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the Library.

v) REJECTION.

1. Any proposal that fails to conform to the essential requirements of the RFP shall be rejected.
2. Any proposal that does not conform to the applicable specifications shall be rejected unless, in the Library's sole discretion, the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the solicitation.
3. Any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP shall be rejected.
4. A proposal shall be rejected when the Proposer imposes conditions that would modify requirements of the solicitation or limit the Proposer's liability to the Library, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, Proposals shall be rejected in which the Proposer:
 - i. Protects against future changes in conditions, such as increased costs, if total possible costs to the Library cannot be determined;
 - ii. Fails to state a fee schedule, if one is required.
5. A proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
6. Any proposal may be rejected if the Library Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
7. Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
8. Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason determination is made.

9. The Library Director must reject Proposals received from any person or concern determined to be non-responsible.

10. The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.

11. After submitting a proposal, if all of a Proposer's assets, or the part of a Proposer's assets related to the proposal, are transferred during the period between the proposal opening and the award, a transferee may not be able to take over the proposal on behalf of the Proposer. Accordingly, the Library Director shall reject the proposal unless merger, operation of law, or other means not barred by law, causes the transfer.

12. The Library reserves the unqualified right to reject any or all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

w) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

x) FAILURE TO SUBMIT PROPOSAL.

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as Exhibit D hereto.

y) SOUTH CAROLINA LAW CLAUSE.

Upon award of an agreement under this solicitation, 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 in this state. By submission of this signed proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the agreement and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State and County.

z) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the Library, and any such subcontract without consent of the Library shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the Library the name of each proposed Subcontractor(s), with the proposed scope of work which its Subcontractor is to undertake. The Library shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without Library's prior written authorization. Notwithstanding any consent by the Library to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the Library for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the Library's authorization of Proposer's agreement with Subcontractor, Library's inspection of a subcontractor's facilities or work, or any other action taken by the Library in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the Library. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the Library before commencement of any work by a Subcontractor.

Proposer's violation of this provision shall be grounds for the Library's termination of this agreement for default, without notice or opportunity for cure. In addition, Proposer indemnifies and holds the Library harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the Library to investigate, defend, or settle any such claim.

aa) WITHDRAWAL OF PROPOSALS.

Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals

bb) WAIVER

The Library reserves the right to waive any provisions of the General Conditions or specification deviations.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

PROPOSER

(Name of Corporation or Entity)

By: _____

Name: _____

Title: _____

SECTION 1

EXHIBIT A RFP LIBRARY DIGITAL TELEPHONE SYSTEM

EVALUATION CRITERIA

Anderson County Library shall evaluate each written proposal. Anderson County Library may determine whether oral discussions are necessary. Based on the content of the written proposal and oral discussions, if any, Anderson County Library will evaluate and make its determinations regarding the Proposer best qualified for the project and most advantageous to Anderson County Library using the factors listed below in order of importance:

- (1) The cost of the services to be provided.
- (2) The quality and responsiveness of the proposal which should include a detailed plan of the system implementation.
- (3) The breadth and depth of the Proposer's experience in installing digital telephone systems:
 - (a) Knowledge of applicable federal and state regulations concerning telephone systems;
 - (b) A minimum of three (3) years prior experience installing and maintaining telephone systems;
- (4) The Proposer's reputation for personal and professional integrity and competence, the Proposer's availability, and the Proposer's ability to provide required services.

The Anderson County Library reserves the unqualified right to accept or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified Proposers. An award resulting from this request shall be made to the responsive and responsible Proposer whose proposal is determined to be in the best interests of the Anderson County Library, taking into consideration the cost and the evaluation factors set forth herein. The Anderson County Library will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

The proposals will be publicly opened. Only the names of the Proposers will be disclosed at the opening. Contents of the proposals will not be disclosed during the evaluation or negotiation phases. Proposals will be available for public inspection after award of the agreement. Proposals must be clearly marked "CONFIDENTIAL" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, as amended ("South Carolina Freedom of Information Act"). If any part is designated as "CONFIDENTIAL", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The Library reserves the right to determine whether this information should be exempt from disclosure.

Any Proposer determined to be technically unqualified, non-responsive, or whose proposal is deemed unresponsive, will not be considered further. Any Proposer that has demonstrated poor performance during either a current or previous agreement with Anderson County may be considered as an unqualified source and their proposal may be rejected. The Anderson County Library reserves the right to exercise this option as is deemed proper or necessary.

SECTION I

EXHIBIT B
RFP DIGITAL TELEPHONE SYSTEM

Statement of Assurance, Compliance, and Non-Collusion

State of _____,

County of _____

_____ being first duly sworn, deposes and says that:

(1) The undersigned, as Proposer, certifies that every provision of this proposal have been read and understood.

(2) The Proposer hereby provides assurance that the firm represented in this proposal:

(a) Shall comply with all requirements, stipulations, terms and conditions as stated in the proposal/proposal document; and

(b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and

(c) Is not guilty of collusion with other Proposers possibly interested in this proposal in arriving at or determining prices and conditions to be submitted; and

(d) No person associated with Proposer's firm is an employee of the Anderson County Library. Should Proposer, or Proposer's firm have any currently existing agreements with the Library, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and

(e) That such agent as indicated below is officially authorized to represent the firm in whose name the proposal is submitted. Name of Firm:

Name of Agent: _____

Signature & Title: _____

Address: _____

City, State & Zip: _____

Telephone: _____

Subscribed and sworn to me this day of _____, 20__.

My commission expires: _____ . Title _____

SECTION I

EXHIBIT C
RFP DIGITAL TELEPHONE SYSTEM

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47, as set forth in the general conditions of this solicitation.

Name of Company: _____

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to me this day of _____, 20__.

My commission expires: _____

Title _____

SECTION I

EXHIBIT D
RFP DIGITAL TELEPHONE SYSEM

NO RESPONSE

If a "No Proposal" is to be submitted, please check the appropriate box(es) below and return this form, prior to the proposal opening date, to:

The Anderson County Library
300 N. McDuffie Street, 2nd Floor Administrative Offices
Anderson, SC 29622-4047

Cannot respond to this solicitation due to the following reason:

Do not sell or provide the requested goods or services

Cannot comply with specifications/statement of work

Specifications/statement of work is unclear

Cannot meet delivery or period of performance

Delivery/period of performance is unreasonable

Cannot meet the bond requirements

Not enough time to prepare proposal

Plan to subcontract

Job is too large

Job is too small

Other (please specify) _____

Company: _____

Signature: _____

Title: _____

Phone/Fax: _____

SECTION II

INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

The party making and submitting the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional pages may be attached if necessary. "You" or "Your" as used herein refers to the party making the Proposal's company and any of its owners, officers, directors, shareholders, members, parties or principals. The Library has discretion to request additional information depending on the scope of the Project.

1. Company name and address: _____

2. Telephone No.: _____

3. Type of Entity: (check one) Individual Partnership Corporation Limited Liability Company Other

4. License No. (if any): _____

Class: _____

Name of license holder: _____

5. Have you or any of your principals ever been licensed under a different name or different license number? _____

Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: _____

6. Names and titles of all principals of the Proposer: _____

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? _____

Response must include information pertaining to principals' association outside of the firm. .

If the answer is "Yes," please provide dates, names and address of surety and details.

9. Have you or any of your principals been assessed damages for any project in the past three (3) years? _____

Response must include information pertaining to principals' association outside

of the firm.

If Yes, explain: _____

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a project during the past three (3) years? _____ Response must include information pertaining to principals' association outside of the firm.

If Yes, explain: _____

11. Have you or any of your principals ever failed to complete a project in the last three (3) years? _____ Response must include information pertaining to principals' association outside of the firm. If so, give project's name and details:

12. Do you now or have you ever had any direct or indirect business, financial or other connection with anyone who you knew then or know now to be an official, employee or consultant of the Library? _____ If so, please elaborate.

13. List of References:

Include contracts of similar nature within the last three (3) years. Library has discretion to require more than three (3) references.

Name: _____

Address and Telephone: _____

Contact Person: Type of Project: _____

Dates of commencement and Completion of Project: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: Type of Project: _____

Dates of commencement and Completion of Project: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: Type of Project: _____

Dates of commencement and Completion of Project: _____

Contract Amount: _____

14. Company Profile and Experience:

The Company Profile should contain an overview of your organization and qualifications to provide the requested services. Be sure to include any relevant comparisons to the size, structure, timing, etc.

Place Profile Here:

15. In addition to this overview, detailed profile information should be provided in bold type underneath each of the following questions:

a. Where is your nearest office to Anderson, SC? _____

b. Name(s) and bios of person(s) who will serve as our contact. _____

c. How many employees are in your company? _____

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct. Executed this _____ day of _____, 20____.

(Name of Corporation or Entity)

By: _____

Name: _____

Title: _____

SECTION III

RFP DIGITAL TELEPHONE SYSTEM

SERVICES PROPOSAL FORM

Name of Party making the Proposal: _____

To: Library Director for the Anderson County Library

1. Pursuant to the Notice Calling for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal, having become familiarized with the Agreement provided in Section IV of the Proposal Package, and having conducted a thorough inspection and evaluation of the local conditions affecting the performance of the services, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement, if selected by the Library, and agrees to perform, within the time stipulated, the services to be performed hereunder, including everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the services and complete in a good workmanlike manner all of the work required in connection with the following project:

RFP DIGITAL TELEPHONE SYSTEM

All in strict conformity with the Agreement, including all exhibits and Addenda thereto, contained in Section IV of the Proposal package, a copy of which shall be maintained at the office of the Library Director, and the following Proposal items:

A) Work Plan/Technical Approach. This section should establish your understanding of the Library's objectives and requirements, demonstrate your ability to meet those requirements, and should clearly and concisely outline your plan for accomplishing the work contemplated hereunder. Assuming an implementation of _____ provide a complete description of your approach, processes, procedures and schedule for the work. Describe succinctly how your firm would accomplish the work and satisfy the Library's objectives described in this RFP. Provide a complete description of all administrative procedures to include sample reports, and confidentiality information. Describe your quality control procedures. Attach as Addendum A hereto.

B) Experience. Outline your experience in installing digital telephone systems;

Attach as **Addendum B** hereto.

C) Account Team. Provide the following information regarding the key personnel who would be assigned to this project: (1) Provide information on the principal consultant who would be responsible for the Library's account. (2) What is the principal consultant's background and experience? (3) Identify the team that would assist the principal consultant and the client. Attach as **Addendum C** hereto.

D) Cost Proposal. A cost proposal and hourly rate table shall be provided as described below. The cost proposal shall include all associated costs including labor, materials, and contracted services to provide the Library with a digital telephone system. The Library pays sales tax and this must be included in the bid amount.

The cost proposal shall be for conducting the services described in Part 1 below, only. Services described in Part 2 shall be performed according to the hourly rate table provided by the proposer. Attach as **Addendum D** hereto.

Part 1 - Desired Features

The proposer shall conduct an assessment to determine the Library's current level of surveillance. Recommendations shall be made regarding addressing surveillance deficiencies and gaps in level of service,

1. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal Documents, whether or not expressly listed or designated.

2. It is understood that the Library reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the RFP.

3. It is understood and agreed that if the written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the Library the Agreement, as well as certificates of insurance, on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of Library's Notice to Proceed.

4. Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the party making the Proposal at the address stated below.

5. The name(s) of all persons interested in the Proposal as principals are as follows:

6. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required insurance certificates to the Library within the time specified, the Proposal security, if any, shall be forfeited to the Library.

7. The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that such licenses entitle the party making the Proposal to provide the services, that such licenses will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.

8. The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify,

hold harmless and defend the Library against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the Library, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the Library sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

10. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

11. The undersigned warrants that the required Statement of Assurance, Compliance, and Non-Collusion has been properly executed, notarized and is attached.

The undersigned hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation or Entity)

By: _____

Print Name: _____

Date: _____

ATTEST:

Print Name: _____

Secretary: _____

Addendum A

(Attach Work Plan/Technical Approach)

Addendum B
(Description of Experience)

Addendum C
(Attach Account Team Description)

Addendum D
(Attach Cost Proposals Information)

SECTION III

RFP DIGITAL TELEPHONE SYSTEM

PART I - DESIRED FEATURES

Phones	
Cordless Phones	3
Feature Phones	10
Standard	55
Total	68

The Digital Telephone system must include the following features:

- A. Digital PBX System with the possible of expansion to VOIP.
- B. Conferencing
- C. Integrated analog extension for Facsimile machines
- D. Analog and digital extension
- E. All phones must contain a speaker
- F. Call Hold
- G. Station Do Not Disturb
- H. Variable Volume Control
- I. Programmable Speed dialing
- J. Automatic Re-Dial Capability
- K. Call Transfer and hold as separate functions
- L. Call transferring
- M. Intercom Paging System
- N. Company Directory
- O. Call Pickup
- P. Hold Group
- Q. Logging and reporting features
- R. Dial by Name Directory
- S. Upgradable Hardware
- T. Digital Voice Mail System
 - a. The voice messaging/server shall be manufactured by the PBX manufacturer
 - b. Voice messaging server must provide digital integration
 - c. Minimum of 32 port capacity
 - d. System failure should default to attendant console
 - e. System must have a minimum of five-tier decision tree on auto attendant main menu
 - f. User recordable system prompts
 - g. Software for both messaging and call processing/automated attendant/audio text shall be included in the proposed configuration
 - h. System software programmable for the following features shall be included:
 - i. Call forward
 - ii. Pager alert
 - iii. Forward to group

- iv.Ability to add message header
 - v.Five programmable message greetings
 - vi.Busy greeting
 - vii.User selectable date and time stamp
 - viii.Call recording capability
- U. System administrator
 - a. System shall provide on-board reporting capability for usage, call processing applications, and security
 - b. Additional administrator functions to include
 - i.Number of messages per box
 - ii.Message roll-over by time and/or quantity
 - iii.Variable message length
 - iv.Remote administration
- V. Serviceability
 - a. Remote maintenance and repair capability
 - b. Define coverage for in-house administration
 - c. Revision upgrades due to system usability to be at no cost and to include training
 - d. System should have an administrative/maintenance management interface. Interface should provide for the following:
 - i.Customer moves, adds, and changes to site equipment. The ability to make these changes shall be available during the warranty period
 - ii.System should have multilevel security
 - iii.System should provide for management of LCR tables/updates
 - iv.System should provide for remote maintenance/management with appropriate security
 - v.System reporting should be industry standard data format
- W. Training
 - a. Provide training for two system administrators. Training package to include any follow up training
 - b. End user training (system and voice messaging)
 - i.Provide training beginning one week prior to system cutover
 - ii.Provide training for a minimum of two weeks post system cutover or until 90% of the users are trained
- X. Documentation
 - a. Two sets of full system administrator manuals
 - b. End user voice messaging and system manuals as required over the system life cycle
- Y. Installation
 - a. The voice messaging shall be in-house a minimum of 5 days prior to cutover for the following purpose:
 - i.Programming/recording of system prompts
 - ii.Developing of main menu
 - iii.Set up and installation of user mailboxes
 - b. Voice messaging shield during system cutover
 - c. System cutover not to exceed 48 hours. Cutover to begin on a Friday at 18:00 hours

THE COMPANY IS TO SUPPLY: The Company is to supply all necessary components. This includes any necessary cables; jacks; or other equipment. The Company is responsible for setup and configuration of each component. Cost of components should be recorded on PROPOSAL REPLY FORM.

TROUBLESHOOTING SYSTEMS: COMPANY is responsible for working with Library staff to identify and correct problems during the warranty period. There should be no limit to the number of times the COMPANY can be contacted for troubleshooting help.

WARRANTY AND MAINTENANCE OF ALL COMPONENTS: Telephone systems must be warranted for a minimum of one year from date of acceptance. If any component must be carried on a maintenance plan at additional cost to the LIBRARY, that cost must be noted and listed separately on the PROPOSAL REPLY FORM. Maintenance costs will be included in calculating the total cost of ownership.

The COMPANY must guarantee the availability of ongoing maintenance and support, including the availability of parts, for a period of at least three (3) years following installation of any equipment.

1. The COMPANY must provide all labor, equipment, software and other materials and expenses necessary to maintain the telephone systems in good operating condition, and in conformance with manufacturer's specification and the performance requirements of this contract.
2. All parts used in maintaining equipment under this contract must be new or remanufactured by the original equipment manufacturer (OEM). No non-OEM (third party) parts or components will be acceptable, unless approved in writing by the LIBRARY.
3. COMPANY shall maintain an inventory of spare parts of sufficient types and quantities to repair the equipment to proper operating condition at a location which allows COMPANY to respond to service problems within the time frames established by this Section. The COMPANY must specify the location of this spare parts inventory.
4. The COMPANY guarantees the availability of at least one (1) full-time service personnel during the term of this contract, including any extensions. The technicians must be certified by the manufacturer in installing, maintaining and supporting the cabling and peripheral equipment proposed.
5. The COMPANY guarantees that repair service is available from 8:00 a.m. to 5:30 p.m. Eastern Standard Time or Eastern Daylight Time Monday through Friday.
6. The COMPANY shall maintain a service center which is open, at a minimum, from 8:00 a.m. to 6:00 p.m. Eastern Standard Time or Eastern Daylight Time Monday through Friday. The service center shall have access via telephone to report malfunctions and/or service problems, and for LIBRARY personnel to ask questions and obtain advice. There will be no limits on the number of times the LIBRARY may contact the center for advice. The service center shall keep the LIBRARY informed on a periodic basis of the progress made in resolving malfunctions, failures, and service problems. The COMPANY must describe the hours of operations of the proposed service center.
7. Upon report of an "emergency repair/failure" by the LIBRARY, the COMPANY must initiate on-site repair service within one (1) business day after notification of equipment malfunction. If a repair/failure is classified as "minor," the COMPANY must initiate on-site repair service within two (2) business days after notification of equipment malfunction. The LIBRARY shall determine whether a malfunction is an "emergency" or a "minor" repair/failure. In the event of a major outage or failure the COMPANY must replace the equipment provided.
8. All hardware/software upgrades, modifications, or replacement of equipment will be performed at a time mutually agreed upon by the LIBRARY and the COMPANY.
9. The COMPANY shall not sublet, assign, or transfer its responsibility to perform, or its actual performance, of any work for maintenance without first obtaining the express written consent of the LIBRARY.

SECTION IV

RFP DIGITAL TELEPHONE SYSTEM AGREEMENT

LIBRARY DIGITAL TELPHONE SYSTEM AGREEMENT(the “Agreement”) has been made and entered into this day of _____, 20__, by and between The Anderson County Library, South Carolina (the “Library”), and _____ (“Company”).

WHEREAS, the Library issued a Request for Proposals (“RFP”), advertised on June 27, 2016, for a company to provide digital telephone equipment and,

WHEREAS, the Company has complied with all requirements set forth in the RFP and was the successful proposer; and,

WHEREAS, the Library desires to allow the Company, a legal entity properly registered under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Performance by Company.

The Company shall fully perform and execute all of the work necessary to complete the services for the Library, as outlined in Section I of the RFP, and in accordance with the specifications attached hereto as **Exhibit A** (the “Specifications”) and incorporated herein by reference (the “Work”).

2. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and incorporated herein by reference (the “General Conditions”). The General Conditions, together with the RFP, this Agreement, and all exhibits, shall collectively constitute the “Contract Documents.”

3. Commencement and Term of Agreement.

a. Term of Agreement.

The term of this Agreement shall be for a period of one (1) year commencing on _____ and terminating on _____. The Library shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the Library, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

b. Investigation by Company Prior to Submission of Proposal.

The Company represents that it has investigated the conditions for the Work prior to submitting its proposal and any delays or damages caused by adverse conditions which were capable of being identified prior to the submission of the Company’s proposal, shall be at the sole risk of the Company.

4. Payment by Library.

[To be determined based on negotiated cost proposal as set forth in Section III, Addendum D of the RFP]

5. Authority to Act.

If Company is a corporation or limited liability company, the undersigned hereby represents and warrants that the said entity is duly formed and registered and in good standing in the State of South Carolina and that _____, whose title is _____, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Company and the Library have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

THE ANDERSON COUNTY LIBRARY, SOUTH CAROLINA

By: _____

Print Name: _____

COMPANY _____

(Name of Corporation or Entity)

By: _____

Name: _____

SECTION IV

EXHIBIT A SPECIFICATIONS

1. In General

- a. The Company shall assist the Anderson County Library in assessing its Digital Telephone system needs with recommendations for addressing program deficiencies and gaps in level of service.
- b. The Company shall assist the Library in implementing the recommendations determined in the Digital telephone needs assessment.

2. Deliverables for needs assessment

- a. The Company shall review the Library's current telephone system and provide the Library a written plan of action, complete with details on the placement and number of types of phones.

3. The Company must work with the Library to schedule the timely completion of the project. The Library will grant the Company all necessary access to the premises for installation to take place.

4. Other Matters

- a. Prior to the submission to the Library of any final building, and following installation and acceptance, the Company shall conduct a full inventory of the equipment in the presence of a representative of the Library and supply to the Library a copy of the said inventory.

b. The Company shall provide upon request at least one (1) copy of the user's and/or operations manual for the system covered under this contract when the installation is accepted.

c. The Company shall provide all services described herein in accordance with all appropriate state, federal laws and regulations. The Company shall safeguard any confidential information to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the Library. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in applicable federal or South Carolina state law.

SECTION IV

EXHIBIT B GENERAL CONDITIONS

1. Library's Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Library may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Library to stop the Work shall not give rise to a duty on the part of the Library to exercise this right for the benefit of the Company or any other person or entity.
2. Library's Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Library to commence and continue correction of such default or neglect with diligence and promptness, the Library may, without prejudice to other remedies the Library may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Company the reasonable cost of correcting such deficiencies, including Library's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the Library.
3. Supervision. The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the Library for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.
4. Labor and Materials.
 - 4.1. The Company shall provide and pay for all labor, materials and equipment necessary for proper execution and completion of the Work.
 - 4.2. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.
5. Warranty. The Company warrants to the Library that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
6. Company Assurance of Good Standing. Company warrants that it is not in arrears to the Library upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the Library.
7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

8. Permits, Fees and Notices.

8.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

8.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

8.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

9. Limitation on Liability, Release, and Indemnification.

9.1. The Company hereby releases the Library from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

9.2. The Company will hold the Library harmless and indemnify the Library, its agents, officers, Library Board members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

9.3. Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

9.4. All indemnification and release provisions in favor of the Library shall survive the expiration or sooner termination of the Contract Documents.

10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and is neither agent, employee, servant, partner, nor joint venturer of the Library. Company is exclusively responsible for and in control of performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the Library for any purpose.

11. Subcontractual Relations.

11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the Library, and any such subcontract without consent of the Library shall be null and void.

11.2. If Company proposes to subcontract any of work or services under the Contract Documents, the Company will submit to the Library the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The Library has the right to reject access to any Subcontractor which the Library considers unable or unsuitable to satisfactorily perform its duties.

11.3. Company agrees it shall be as fully responsible to the Library for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the Library's authorization of Company's agreement with Subcontractor, Library's inspection of a Subcontractor's facilities or work, or any other action taken by the Library in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the Library.

11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the Library. Each subcontract agreement shall preserve and protect the rights of the Library with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the Library provided that: (a) assignment is effective only after termination of the Contract Documents by the Library for cause and only for those subcontract agreements which the Library accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the Library, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

14. Termination by the Library for Cause.

14.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the Library may, without prejudice to any other rights or remedies of the Library, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the Library may deem expedient. Upon request of the Company, the Library shall furnish to the Company a detailed accounting of the costs incurred by the Library in finishing the Work.

14.2. When the Library terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Library which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the Library. This obligation of payment to the Company or Library, as the case may be, shall survive termination of the Contract Documents.

18.2.2. Other States' coverage and South Carolina endorsement.

18.3. Professional Liability Insurance (if available):

18.3.1. Limit of Liability: \$2,000,000 per occurrence

18.4. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The Library requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the Library at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Library no later than thirty (30) days after the effective date of the policy.

18.5. Each policy and Certificate of Insurance shall contain an endorsement naming the Library as additional insured party thereunder; and a provision that at least thirty (30) days prior written notice be given to the Library in the event coverage is canceled or non-renewed or coverage is reduced.

18.6. If the Company desires to self insure any or all of the coverages listed in this section, it shall provide to the Library documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self insured shall provide the same coverage limits and benefits as the coverages listed in this section.

18.7. The Library reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The selected firm will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such requested coverage.

18.8. If the Company fails to obtain or maintain the required insurance, the Library shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies.

18.9. The Company shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

19. No Waiver of Breach. No failure by either the Library or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

20. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

21. Mediation.

21.1. If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

21.2. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Anderson, South Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22. Federal Excise and South Carolina Sales Tax. The Library, as a political subdivision of the State of South Carolina, may be exempt from Federal Excise Taxes and South Carolina Sales Taxes. When applicable, net prices as shown in the proposal shall exclude such Federal and State Tax amounts.

23. No Liens. South Carolina law provides that no lien may be attached to public property.

24. Notice to Company and the Library. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to Library, addressed to:
The Anderson County Library
300 N. McDuffie Street
Anderson, SC 29621
Attn: Library Director

If to Company, addressed to:

Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

25. Compliance with the Immigration Reform and Control Act. Neither the Company nor any of its subcontractors may knowingly obtain the labor or services of an alien not legally authorized to work in the United States. The Company or its subcontractors, and not the Library, must verify eligibility for employment of its employees as required by the Immigration Reform and Control Act of 1986 (“IRCA”). The Company hereby specifically warrants and certifies that at all times during the performance of services hereunder, it and any of its subcontractors shall be in full compliance with the provisions of IRCA in the hiring of its employees, and the Company will indemnify, hold harmless and defend the Library against any and all actions, proceedings, penalties or claims, including, but not limited to Library’s attorney’s fees arising out of the Company’s failure to comply strictly with IRCA. It is agreed that if the Company fails to strictly comply with the IRCA, the Company shall pay the Library the sum of five thousand dollars (\$5,000) per violation in liquidated damages.

26. Undue Influence. Company agrees not to hire any Library personnel who may exercise or has exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from Library service.

27. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts,

labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents.

28. Compensation Terms and Conditions.

28.1. The Company shall be compensated for the Work as described above by payment of the Contract Sum. Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

28.2. The Library will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason.

29. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable, the remaining portions of the Contract Documents shall remain in full force and effect.

30. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

ANDERSON COUNTY LIBRARY, ANDERSON, SOUTH CAROLINA

By: _____

Print Name: _____

Title: _____

COMPANY

(Name of Corporation or Entity)

By: _____

Print Name: _____

Title: _____

PROPOSAL REPLY FORM

Cost Summary

	Main Library, 300 N. McDuffie Street, Anderson, SC
Cost of components	
S.C. Sales Tax on Components	
Extra for Shipping, Insurance,	
Delivery?	
Extra for 3 year Maintenance and Support?	
Extra for Installation, Configuration, Programming?	
Extra for Training Staff to Use and Program Features?	
Other Costs?	
TOTALS	