



November 13, 2018

The Appalachian Council of Governments (ACOG) is seeking bids from vendors to provide bathroom renovation services at the ACOG office located at 30 Century Circle, Greenville, SC 29607, subject to the conditions and all provisions set forth herein and attached. The bids will be received at the ACOG office until **2:00 PM Wednesday, December 5, 2018**, then publicly opened. The service must be furnished as described and specified in the Invitation for Bids (IFB) document and delivered to the Appalachian Council of Governments.

Bids must be submitted on the Bid Form (Page 14).

Please submit one (1) original and two (2) copies of your bid.

A pre-bid meeting will be held at 9:00 AM, Wednesday, November 21, 2018, at the office of the Appalachian Council of Governments located at 30 Century Circle, Greenville, SC 29607. Please note that this meeting is not mandatory.

All questions concerning this IFB are to be submitted to Brooke Ferguson. The questions may be mailed to 30 Century Circle, Greenville, SC 29607, or emailed to BFerguson@scacog.org no later than 5:00 PM, November 28, 2018.

Please mark your envelope to read "IFB# ACOG-2018-1."

NOTE: Please sign on page 4. An original signature is required. Failure to do so will void your proposal. All signatures must be clearly identifiable as an original. If not, the response will be disqualified.

**Appalachian Council of Governments
Bathroom Renovation Project
IFB #ACOG-2018-1**

SCHEDULE

- November 21, 2018 Pre-bid meeting to be held at 9:00 AM at the Appalachian Council of Governments office located at 30 Century Circle, Greenville, SC 29607.
- November 28, 2018 Questions must be submitted in writing to Brooke Ferguson, 30 Century Circle, Greenville, SC 29607 or by email BFerguson@scacog.org, no later than 5:00 PM.
- December 5, 2018 Bids must be delivered to the Appalachian Council of Governments office located at 30 Century Circle, Greenville, SC 29607, no later than 2:00 PM. (Bids may be delivered in person, by US Postal Service, or by courier.)
- December 5- 7, 2018 Review of Bids
- December 7, 2018 Tentative Date of Award
- December 7-21, 2018 Contract Negotiations
- December 21, 2018 Issue Notice to Proceed

**Appalachian Council of Governments
Bathroom Renovation Project
IFB #ACOG-2018-1**

INSTRUCTIONS TO RESPONDENTS

1. Unless otherwise required, submit only one (1) original and two (2) copies of IFB Proposal.
2. IFB Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. Show delivery time required after notice of award has been given (see page 4).
8. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The Appalachian Council of Governments (ACOG) reserves the right to reject any and all IFB Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin, or date of delivery at destination.
4. In case of default of contractor, ACOG reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given, or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to ACOG.
8. The right is reserved to reject any IFB Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated ACOG, prices must be firm.

**Appalachian Council of Governments
Bathroom Renovation Project
IFB #ACOG-2018-1**

IFB PROPOSAL

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this IFB Proposal is accepted within ____days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within ____days after notice of award has been given.

Discount will be allowed as follows: 30 calendar days ____%.

Firm Name:_____

Address:_____

City, State, Zip:_____

By:_____

(IFB Proposal must be signed in writing.)

Date:_____

Print Name:_____

Title:_____

Email:_____

Phone:_____

INVITATION FOR BIDS

Appalachian Council of Governments Bathroom Renovation Project IFB #ACOG-2018-1

I. Introduction

The Appalachian Council of Governments (hereinafter "ACOG") is requesting sealed bids from vendors for the Bathroom Renovation Project, located at the ACOG office, 30 Century Circle, Greenville, South Carolina 29607.

II. Scope of Work

ACOG is seeking bids from vendors to provide all labor, materials, and equipment to perform the renovation of four (4) bathrooms in the ACOG office located at 30 Century Circle, Greenville, South Carolina 29607. Contractor shall provide all work and materials in accordance with the specifications and drawings prepared by Craig Gaulden Davis and in accordance to federal, state, and local codes.

Special Requirements

The General Contractor and his representatives shall be advised that all areas other than the areas designated for requiring work shall be "off limits." The General Contractor shall be responsible for furnishing his employees with toilet facilities unless instructed otherwise. The use of tobacco products on site will follow ACOG policy.

III. Specifications and Drawings

The specifications and drawings are available for download from the RFP portal on the ACOG website (<https://www.scacog.org/rfp-portal>). In addition, vendors may request that the documents be emailed by contacting Brooke Ferguson via phone (864-242-9733) or email (bferguson@scacog.org).

IV. Pre-Bid Meeting

A pre-bid meeting will be held at 9:00 AM Wednesday, November 21, 2018, at the ACOG office located at 30 Century Circle, Greenville, SC 29607. This meeting is not mandatory.

V. Bid and Subcontractors

Bids must be listed on the Bid Form (page 14). This shall include a listing of the sub-contractors and their services (electrical, plumbing, etc.).

VI. Submission Procedures, Requirements

- A. Submittals: All submissions must be received by 2:00 PM, Wednesday, December 5, 2018 and delivered to the ACOG office located at 30 Century Circle, Greenville, SC 29607. Bids may be delivered in person, by US Postal Service, or by courier. If the submission is late, the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids. Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and two (2) bound copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bids number (ACOG-2018-1) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

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- B. Bid Form: Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid, or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
 - C. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. ACOG shall not be responsible for any verbal information given by any employees of ACOG in regard to this bid.
 - D. Bid Changes: Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
 - E. Bid Price: The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
 - F. Errors and Omissions: The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bids. Where errors or omissions appear in the IFB, the Responder shall promptly notify ACOG in writing of such error or omission it discovers. Any significant error, omission, and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.
 - G. License and Permits: The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or the City of Greenville.

VII. Statement of Qualifications

Vendors shall provide the following with their response:

- A. Overview of company background.
- B. Copy of General Contractor's License and Certifications.
- C. Staffing or organizational chart showing staff that will be used for this project.
- D. Corporate/individual qualifications and experiences, including certifications.
- E. Current resume(s) for individual(s) assigned to this project.
- F. A list of at least three (3) references where Vendor provides services similar to the services under consideration in this IFB. Include the name of the facilities, address and telephone number, plus the name of a contact person and title. ACOG may contact the references at any time during the review of the IFB.

VIII. Inquiries and Addenda

- A. Questions: All questions concerning this IFB are to be submitted to Brooke Ferguson. The questions may be mailed to 30 Century Circle, Greenville, SC 29607, or emailed to BFerguson@scacog.org no later than 5:00 PM, November 28, 2018. All inquiries and responses will be distributed to all vendors known to have received the IFB document. ACOG will not be responsible for or bound by any oral instructions made by any employee(s) of ACOG in regard to this IFB.
- B. Addenda: This IFB represents the most definite statement ACOG will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all vendors who are listed with ACOG as having received an IFB document. No addenda will be issued

later than five (5) working days prior to the date for receipt for bids except an addendum, which, if necessary, postpones the date for receipt of bids or cancels this IFB. Vendors shall acknowledge receipt of all addenda with their Bid.

IX. Evaluation Criteria

The bids will be evaluated on the following criteria, which are in no particular order. ACOG reserves the right to interview responders to this IFB at its discretion. ACOG will not be responsible for any costs associated with interviews of responders.

- A. Responsiveness to this Invitation for Bid
- B. Cost
- C. Experience in providing services of similar size and scope
- D. References

X. IFB Opening and Award

Bids will be examined promptly after opening and each bid will be announced to all participants. No decision will be made until the Appalachian Council of Governments (hereinafter ACOG) has had ample time to review each bid. However, award will be made at the earliest possible date. ACOG reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the ACOG's best interest. The contract will be awarded to the bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of sixty (60) days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in the ACOG office by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

XI. Rights Reserved by ACOG

ACOG reserves the right to reject any and all bids, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of ACOG. Integrity, reputation, experience, and past performance will be heavily weighed in bid evaluation. This solicitation does not commit ACOG to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.

XII. Responders Qualification

Responders must, upon request of ACOG, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. ACOG reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

XIII. Responders Responsibility

Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.

XIV. Waiver

ACOG reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of ACOG to do so.

XV. Rejection

ACOG reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of ACOG.

XVI. Tie Bids

In the case of tie bids, ACOG reserves the right to make the award based on the factors outlined in Policy Number 9-2 of the Appalachian Council of Governments Personnel and Operations Manual, or in what it considers to be in the best interest of ACOG.

XVII. Deduction and Holdbacks

In addition to ACOG's right of termination, ACOG shall be entitled to full reimbursement for any costs incurred by ACOG by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. ACOG may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is ACOG's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five (5) days. In the event that the contractor fails to perform any of the required work within the specified time limits, ACOG will carry out the work using another contractor and deduct the amount charged by said contractor from the contract sum. In addition, ACOG reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

XVIII. Quality

Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

XIX. MBE/WBE Participation – Affirmative Action

- A. MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
- B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin, or physical handicap.

XX. Default

In case of default by vendor, ACOG may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.

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- XXI. Termination**
The contract shall be subject to termination for failure to comply with the specifications, terms, and conditions by ACOG or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from ACOG nor less than thirty (30) days nor more than sixty (60) days after receipt by ACOG from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, ACOG shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
- XXII. Termination for Convenience**
ACOG may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
- XXIII. Non-Appropriation**
Any contract entered into by ACOG resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- XXIV. Incorporation of Bid into Contract**
The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated into the contract.
- XXV. Federal, State and Local Laws**
The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
- XXVI. SC Law Clause**
Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- XXVII. Assignment Clause**
Successful bidder will be required to give ACOG ninety (90) days notice in the event of a change in the ownership of this contract. ACOG is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of ACOG.
- XXVIII. Indemnification**
The contractor agrees to indemnify and hold harmless ACOG and all officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the
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use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of ACOG, its officers, agents and employees.

XXIX. Deviations from Specifications

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

XXX. Minor Deviations

ACOG reserves the right to negotiate minor deviations from the prescribed terms, conditions, and requirements with the selected vendor.

XXXI. Price Reductions

By submitting a bid in response to this solicitation, bidder guarantees that ACOG is receiving the lowest price offered by bidder's company for like items/services to other customers. If at any time during the contract period, bidder offers a lower price to another customer, upon discovery ACOG shall reserve the right to take any or all of the following actions:

- A. Cancel the contract, if it is currently in effect;
- B. Determine the amount, which ACOG was overcharged and submit a request for payment from the bidder for that amount or deduct the difference from any amount due the bidder;
- C. Demand that the bidder offer ACOG the same pricing schedule;
- D. Take the necessary steps to collect any performance surety provided on the applicable contract.

XXXII. Contractor License Requirement

The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations, which in any manner affect the fulfillment of his contract and shall comply with the same.

XXXIII. Conflict of Interest Statement

The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within ACOG. The vendor, by submitting a bid, is in essence assuring ACOG that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

XXXIV. Insurance

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

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- A. ACOG SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation and Professional Errors and omissions regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to ACOG. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
 - B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to ACOG within 10 working days from the date of Notice of Award.
 - C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to ACOG's IFB# ACOG-2018-1.
 - D. Contractor will provide ACOG a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
 - E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:
 - a. Comprehensive General Liability: 1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.
 - b. Automobile Liability: \$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
 - c. Statutory Worker's Compensation:
 - i. Coverage A - State of SC
 - ii. Coverage B - Employers liability
 - 1. \$1,000,000 Each Accident
 - 2. \$1,000,000 Disease, Per Employee
 - 3. \$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or applies to ACOG, its departments, board, and employees for losses from work performed by or on behalf of the contractor. No deviation from these coverages will be accepted unless, in ACOG's sole discretion, it is more advantageous to ACOG, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

XXXV. Contracts

ACOG reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

XXXVI. Contractor Liability

The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of ACOG and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by

negligence or otherwise; and the contractor shall indemnify and save ACOG harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of ACOG and suit brought against ACOG for attorney's fees and for all other expenses incurred by ACOG in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will ACOG act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

XXXVII. Subcontracting

The contractor shall not subcontract any portion of this contract without proper written approval from ACOG.

XXXVIII. Non-Collusion

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

XXXIX. Prohibition of Gratuities

Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of ACOG, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

XL. Publicity Releases

Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include ACOG's name in its published list of customers without prior approval of ACOG. With regard to news releases, only the name of ACOG, type and duration of contract may be used and then only with prior approval of ACOG. The contractor also agrees not to publish, or cite in any form, any comments or quotes from ACOG Staff unless it is a direct quote from the Executive Director.

XLI. Public Record

All information submitted relating to this bid, except for proprietary information, shall become part of the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. ACOG assumes no responsibility for the release of information not clearly and properly labeled as proprietary.

XLII. Precedence

In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

XLIII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the

applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court, or imprisoned for not more than five years, or both". Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify ACOG for any loss suffered by ACOG as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XLIV. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors, and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by ACOG.

**Appalachian Council of Governments
Bathroom Renovation Project
IFB #ACOG-2018-1**

BID FORM

Quantity	Commodity or Services	Unit	Price
1	Bathroom Renovation	Lump Sum	\$

Notice to bidders: All taxes on any item that the Appalachian Council of Governments may be required to pay must be shown separately, not included in the bid price.

Listing of subcontractors and their service (electrical, plumbing, etc.):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature

Date