

 <p style="text-align: center;">UNIVERSITY OF SOUTH CAROLINA</p> <p style="text-align: center;">FIXED PRICE BID</p>	Solicitation Number Date Issued Procurement Officer Phone FAX E-Mail Address	USC-FPB-0961-TLW June 28, 2007 Theresa L. Watts, CPPB (803)777-7776 (803)777-2032 wattsTL@gwm.sc.edu
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DESCRIPTION: COMMERCIAL WOVEN AND NYLON TUFTED CARPET, VCT, AND RELATED ACCESSORIES FOR ALL UNIVERSITY OF SOUTH CAROLINA CAMPUSES

The Term "Offer" Means Your "Bid" or "Proposal".

TO OBTAIN A BIDDER'S SCHEDULE FOR ALTERING IN EXCEL PLEASE EMAIL THE ADDRESS ABOVE.

SUBMIT OFFER BY (Opening Date/Time): July 26, 2007 at 3:00 pm

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and (1) one copy

QUESTIONS MUST BE RECEIVED BY: July 10, 2007 at 9:00 am

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina –Purchasing Department 1600 Hampton Street, Suite 606 Columbia, S.C. 29208	University of South Carolina –Purchasing Department 1600 Hampton Street, Suite 606 Columbia, S.C. 29208

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on August 1, 2007 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
DATE	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS <small>(Address for the Offeror's principle place of business)</small>		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION <small>Incorporation.)</small>		<small>(If Offeror is a corporation, identify the state of</small>
TAXPAYER IDENTIFICATION NO.		

SCHEDULE OF KEY EVENTS

1. Issuance of Solicitation June 28, 2007
2. Pre-bid conference July 9, 2007 at 1:30 pm
USC –Columbia Campus
Purchasing Conference Room 605
1600 Hampton Street
Columbia, SC 29208
3. * Deadline for receipt of questions regarding this bid. July 10, 2007 at 9:00 am
4. Public opening and deadline for receipt of responses July 26, 2007 at 3:00 pm

*** MAIL QUESTIONS TO:** University of South Carolina
1600 Hampton Street, Suite 606
Columbia, South Carolina 29208
Attn.: Theresa L. Watts

EMAIL QUESTIONS TO: wattsTL@gwm.sc.edu

Email with the questions attached in MS Word is the preferred method of receiving questions. If you choose to mail your questions you must MARK YOUR ENVELOPE “QUESTIONS FOR USC-FPB-0961-TLW” and include an electronic copy in MS Word.

MAIL or HAND CARRY BIDS TO: University of South Carolina
1600 Hampton Street, Suite 606
Columbia, South Carolina 29208

MARK BID: USC-FPB-0961-TLW

NUMBER OF RESPONSES

Hard Copy: One (1) Original and One (1) Copy

Note: Hard copies of the spreadsheets are not required. Those must be submitted in an electronic format.

KEY: **User-** USC Contact for each installation
Distributor/Contractor- Offeror signing this bid

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General Terms and Conditions
 - B. Special Terms and Conditions
- VIII. Attachments to Solicitation – **A: Bidder’s Schedule**

I. Scope of Solicitation

The purpose of this fixed price bid invitation is to establish multiple sources of qualified distributors to furnish, deliver, install carpet, padding, vinyl composition tile, and related products and services.

Bids may be submitted for one line item or for as many line items as the vendor can supply. Pricing for each product listed on the Bidding Schedule shall include all costs for materials, adhesives, installation, and shipping. The Bidding Schedule provides a list of products for various categories of flooring products and services with the maximum price that the University is willing to pay. Bidders must submit an actual bid price for the products for which they wish to be considered but not to exceed the University’s established not to exceed maximum price.

Delegation of Authority

The University of South Carolina was delegated authority under Section 11-35-840 by the Chief Procurement Officer of the Materials Management Office to procure carpet and installation for all USC campuses.

AGENCY TERM CONTRACT: Contract for all University of South Carolina campuses.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (January 2006): August 1, 2007 through July 31, 2012. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. Instructions to Offerors

A. General Instructions

DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled “Order of Precedence.”

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CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

STANDARD SOLICITATION PROVISIONS

Bidders Qualification: Bidders must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder’s ability to provide the products or services requested herein.

Bidder’s Responsibility: Each bidder shall fully acquaint himself with 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 acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

Bid Rejection/Cancellation: The University of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Department in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

Correction of errors on this bid form: All prices and notations should 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 fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

Debarments/Suspension: By submission of a response to this solicitation, bidders are certifying it is not suspended or debarred from doing business with and other governmental entity.

Discussions/Negotiations: By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent, and/or award of contract, vendor shall not discuss this procurement with any party except members of the University of South Carolina Purchasing Department or other parties designated in this solicitation. Vendor shall not discuss or attempt to negotiate with the using department any aspects of the procurement without prior approval of the Purchasing Department buyer responsible for the procurement.

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Drug Free Work Place Certification By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Indemnification: The state South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

Notification of Contract Award: Notice regarding USC's intent to award a contract will be posted at the USC Purchasing web site <http://purchasing.sc.edu>. If the contract resulting from this Solicitation has a total or potential value in excess of \$50,000 but less than \$100,000, an Award Statement will be issued. If the total or potential value is \$100,000 or greater, an Intent to Award Statement will be issued. Such notice will be sent to all respondents to the Solicitation.

Order of Precedence: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) Bid Pricing Schedule; (B) Bid Specifications; (C) Standard Solicitation Provisions/General Contract clauses, whether incorporated by reference or otherwise, (D) Special Solicitation Provisions/Special Contract Clauses and (E) Instructions to Bidders.

Rejection: The University reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the University.

Risk of Loss: The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

Solicitation Amendments: All amendments to and interpretations of the solicitation shall be in writing from the Purchasing Department. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Unit Price Governing: Unit prices will govern over extended prices unless otherwise stated in bid invitation.

Waiver: The University reserves the right to waive any instruction to bidders, general or special provisions, general or special conditions or specifications deviation in accordance with the authority provided in Regulation 11-35-1520 (13).

FOIA BIDDING INSTRUCTIONS FOR INVITATIONS FOR BID

(Where bidder is submitting only cost information and information for the determination of responsibility)

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the word "**CONFIDENTIAL**" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the words "**TRADE SECRET**" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the State may, in its sole discretion, determine it non-responsive. If only portions of a page are protected, do not mark the entire page. By submitting a bid or proposal, Offeror (1) consents to the release of documents governed by Section 11-35-1810 unless Offeror conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during negotiations), unless the document is conspicuously marked "**TRADE SECRET**" or "**CONFIDENTIAL**" (3) agrees that any information not marked, as required by these bidding instruction, as a "**TRADE SECRET**" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "**CONFIDENTIAL**" or "**TRADE SECRET**". By submitting a bid or proposal, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, Its officers and employees, from every claim, demand, loss, expense, cost, damage, or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "**CONFIDENTIAL**" or "**TRADE SECRET**". (All references to S.C. Code of Laws.)

B. Special Instructions

1. **CONFERENCE – PRE-BID/PROPOSAL (JAN 2006):** Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on page two. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
2. **DESCRIPTIVE LITERATURE – LABELLING (JAN 2006):** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.
3. Contractors are required upon request of any user, to provide catalogs, descriptive literature, or samples. Such information shall be provided at no charge to the user.
4. **DISCUSSIONS WITH BIDDERS (JAN 2006)** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
5. **MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006):** As noted on page two, an original hard copy of your offer, must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.
6. **CERTIFICATES OF INSURANCE**
Certificates of Insurance shall be delivered to the University as requested herein. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC.

Minimum requirements are as follows:

1. Worker's compensation: in accordance with the statutory limits set by the State of South Carolina.
2. Commercial General Liability Insurance: \$1,000,000 per occurrence. USC must be named as an additional insured.
3. Comprehensive Automobile Liability/Bodily Injury/Property Damage Insurance: \$1,000,000 combined single limit per accident.

Insurance Requirements: Successful vendor(s) must provide a copy of his liability insurance certificate with 7 days of award.

III. Scope of Work/Specifications

The University of South Carolina has established maximum prices for a wide range of carpet, VCT, and other products and services. This contract will furnish, deliver, and install new commercial woven and nylon tufted carpet, VCT and related accessories on an as needed basis.

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USC seeks to establish a fixed price contract with distributors not to exceed a maximum installed price for the items listed within this contract. The intent is to have multiple sources of approved contractors from which the University may select a vendor to purchase and install products.

Failure of a provider to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy under Section 11-35-4230.

The contractor is ultimately responsible for delivery and installation, and the performance of all operations necessary to install carpet in accordance with the conditions and specifications of this bid. Removal and disposal of existing floor covering and cove base is the responsibility of the contractor in accordance with the requirements of this bid.

Authorized distributor(s) must employ full time sales and service personnel.

This contract does not apply to re-laying of existing carpet, nor installation of carpet or other flooring purchased from other sources.

Distributors must be an authorized dealer for all carpet lines they are representing during the term of the contract.

1. **QUALITY – NEW (JAN 2006):** All items must be new.
2. **DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006):** After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

Distributor must have a dealer show room(s) and/or office(s) in which it sells and services the manufacturer(s) product line(s) on contract during the course of the contract and maintain updated flooring and carpet information. The University reserves the right to visit/inspect the dealer show room(s) and/or office of any authorized distributor as deemed necessary to determine the capability of the authorized dealer.

3. All prices are to be F.O.B. Destination freight included.

4. **SHIPPING/DELIVERY**

All flooring supplied under this contract must be properly wrapped to protect from damage, soiling, etc. when shipped. All rolls of any size must be properly tagged and/or labeled indicating color, manufacturer, and roll size. Authorized distributor(s) must be able to make delivery.

5. **DELIVERY**

The successful bidder will complete delivery and installation of any item ordered from the contract unless stated otherwise on the PO. Bidders are cautioned that excessive delivery schedules, as determined by the State may be cause for rejection. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule below. Failure of the contractor to meet stated delivery schedules may be cause for removal from the contract. If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the purchaser.

Standard line colors which are in stock at the factory shall require delivery within 30 days after receipt of order.

Standard line colors which are not in stock at the factory shall require delivery within 60 days.

6. Offeror must be licensed to do business in the State of South Carolina.

7. **ASBESTOS**

Asbestos remediation shall be the responsibility of the University of South Carolina.

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Carpet installation contractors should be aware that there is potential for asbestos-containing materials in the following items which would normally be disturbed during flooring work:

1. Existing vinyl floor tile (either readily visible or found underneath existing carpet)
2. Mastic holding existing floor tile to the concrete floor
3. Cove wall base materials
4. Mastic holding cove wall base to the wall
5. Sheetrock joint compound which could be disturbed while removing cove wall base.

The USC contact person (typically Project manager) should relay information regarding the aforementioned materials prior to the beginning of the carpet installation and work should not begin until this information has been given to the contractor.

Be aware that USC typically checks for underlying floor tile at the room perimeter (ie. next to a wall). There are situations where it will appear that there is no tile underneath the existing carpet and later, when carpet starts to be removed, underlying tile may be found in the middle of the room. In a case such as this, the carpet installer must immediately stop work and contact their USC contact person or if unable to contact anyone call 777-WORK, this is our onsite call center. Under no circumstances can a carpet installer assume that materials not discussed prior to the installation are free from asbestos-containing materials.

8. **INSTALLATION (JAN 2006):** Contractor shall install all items acquired pursuant to this contract as follows:

- a. Verification of actual measurements shall be the responsibility of the contractor prior to the issuance of the purchase order by the requestor.
- b. At all times during the term of this contract, contractor shall employ at least one (1) mill certified installer to supervise or install each job for all products stated herein according to each factories recommendations.**
- c. Designated installation times during the day and/or week shall be coordinated between the contractor and user after receipt of the material.
- d. Rolled carpet shall be laid securely in place by using the appropriate method. These methods must comply with the manufacturer's instructions and recommendations. Carpet tile installation, where furniture lift is required, will be done using an appropriate type lift system.
- e. The contractor shall assure that the floors to receive flooring are in satisfactory condition. All major lumps must be discussed with the end user prior to covering to determine if they should be removed. All ridges and minor pits should be filled with acceptable type filler complying with the manufacturer's instructions. All unusual conformities in the floor are to be reviewed with the user. Obstructions such as doorstops, protruding or flat electrical and terminal connectors are to be removed and replaced after flooring installation - contractor to work with user electrical personnel as necessary. The contractor shall vacuum the floor immediately prior to flooring installation.
- f. Contractor shall accept all responsibility for unacceptable work due to improper floor conditions.
- g. Flooring must be installed on a sequential roll or carton basis and contractor will be responsible for providing an acceptable level of side by side color matching. This level of acceptability will be determined by the end user.
- h. Large open area installations shall be of the same manufactured lot or as agreed upon (prior to placing a firm order) between the user and the distributor to ensure color match throughout.
- i. Carpet shall be laid out and seamed in the longest lengths practical to eliminate as many seams as possible. Seams at doorways shall be parallel and centered directly under the door(s). All seams shall be made in accordance with the manufacturer's recommendations. The number of pieces of carpet shall be held to the minimum number necessary. Seams shall be laid out in accordance with standards established by The Carpet and Rug Institute (see Applicable Publications).
- j. All seams after laying shall be smooth without sprouting or puckering.

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- k. Seams shall be prepared by trimming off the mill or factory edge. The cut is to be made far enough in from the carpet edge so that a clean and even edge is provided.
- l. All edges cut for seaming must be treated with a seam sealer where applicable in accordance with manufacturer's written instructions.
- m. The contractor upon request will submit to the end user a seam diagram showing the location of all seams, as they will be in actual installation. Direction of carpet shall also be indicated. See reference to The Carpet and Rug Institute standards above.
- n. Installation will not begin until the requested diagram is approved.
- o. Upon completion of installation, any excess materials should be turned over to the user's at the installation site. If additional carpet or attic stock is requested at placement of order, it is to be wrapped and labeled and delivered to designated location. Extra material should be wrapped in suitable packaging and should be clearly labeled. Contractor's guide to cleaning and maintenance and all warranty documents should be provided to purchaser upon completion of job.
- p. Carpet ordered for direct glue down, over padding, and double stick installations shall be installed using the manufacturer's recommended installation instructions.
- q. Contractor shall be responsible for installation of carpet in accordance with the State of South Carolina Building Code, the manufacturer's instructions and these specifications.
- r. The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using his best skill and attention.
- s. Contractor shall remove and reinstall doors when necessary but are not be responsible for cutting off doors.
- t. For capital outlay installations, when required by the agency, the contractor may be required to work with the general contractor and/or architect.
- u. The contractor while on the job site shall have at least one employee whom is certified by the carpet manufacturer of the delivered carpet as qualified to install the specified carpet.
- v. Adhesives:
All carpet products and accessory items are to be installed using correct amounts of manufacturer's recommended adhesive products for the surface on which the installation is occurring. Failure to use specified products in correct amount that results in unsatisfactory installation will be just cause for consideration of replacement of installation at contractor's expense.
- w. Damages:
Bidders are cautioned to establish, with the users, the existing condition of walls, doors, and other areas which might be affected by this installation in order to avoid misunderstanding with regard to damage resulting from the installation. Any damage done to paint, walls, woodwork, doors, etc. shall be the responsibility of the contractor.

9. COORDINATION OF EFFORTS DURING AN INSTALLATION WITH USC

- a. The contractor shall afford the University and separate contractors, if involved with other phases of a building construction/remodeling, when required, reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work; and, the contractor shall, if requested by the University to do so, connect, sequence and coordinate work under this contract with that of others.

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- b. Contractor should not be responsible for moving any computer equipment, electrical equipment, copiers, libraries, large file rooms, and open office furniture are beyond the normal scope of work required by this contract, and all unusually furnished areas should have furnishing removed before floor covering is scheduled to be installed, or should be negotiated on a case-by-case basis between the contract rep and purchaser based on the established prices stated herein.
- c. USC reserves the right to enter the premises and store or attach such items as we may elect without in any way affecting the contract, providing such use of the premises does not substantially interfere with the progress of the work.
- d. The end user will prepare the area to receive flooring prior to installer arrival by removing personal effects, etc. from desks and removing and boxing of books from bookcases and shelves. Flooring contractor will provide a minimum (72) hour advance notice for this purpose. The flooring installation crew will move as negotiated. The University will be responsible for disconnecting and moving all major electronic and computer equipment. If the area to receive flooring contains vending machines, it will be the University's responsibility to contact the vending company in advance to arrange for their personnel to move the machines.

10. INSPECTION OF FLOORING INSTALLATION

- a. The contractor shall protect finished floors.
- b. All waste, excess materials of new flooring, tools; etc. shall be removed from the area. The user may view all scraps and retain any desired. The area shall be thoroughly cleaned with an approved type machine.
- c. Upon completion of the installation and cleaning as specified, the contractor shall notify the user for final inspection prior to acceptance.
- d. Complete installation shall be inspected by the user prior to acceptance. Contractor must complete any "punch list" within 3 days after receipt of list.
- e. Any damage to finished surfaces caused by work under this contract shall be corrected, without charge to the Universtiy prior to acceptance of the installation.
- f. Any damage to existing fixtures, utilities or finished surfaces resulting from the performance of this contract shall be repaired to the users' satisfaction at the Contractor's sole expense.
- g. Installed carpet shall be free of spots, dirt or soil, tears and frayed or pulled tufts.
- h. Carpet shall be thoroughly vacuumed immediately after installation.
- i. Debris shall be removed from the premises unless otherwise directed.

11. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS (CURRENT AND FUTURE) OF THE FOLLOWING ORGANIZATIONS SHALL FORM A PART OF THIS SPECIFICATION:

American Association of Textile Chemists and Colorists *(AATCC)
PO Box 12215
Research Triangle Park, NC 27709
(919) 549-8141
www.aatcc.org

American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshohocken, PA 19428-2959 (610) 832-9585
www.astm.org

The Carpet and Rug Institute
PO Box 2048
Dalton, GA 30722-2048 (706) 278-3176
www.carpet-rug.com

National Fire Protection Association (NFPA) One Batterymarch Park
PO Box 9101
Quincy, MA 02269-9101 (617) 328-9290
www.nfpa.org

Resilient Floor Covering Institute (RFCI)
401 Easr Jefferson, Suite 102
Rockville, Maryland 20850 (301) 340-8580
www.rfci.com

12. WARRANTIES AND CERTIFICATES

- a. The Contractor will provide the user with a written two (2) year guarantee on all work related to the installation.
- b. All warranties and guarantees offered by the flooring manufacturer's must be accepted by the distributor for all flooring products under this contract. (ie., fiber performance, wear warranty etc.)
- c. Any portion of flooring furnished under this contract and found to be defective within two years after final payment shall be replaced in an acceptable manner at no cost to the University. **If a flooring manufacturer requires a specific adhesive or other materials for warranty compliance, it must be used.**

13. INDIVIDUAL JOB SITE VISITS AND QUOTE INFORMATION:

- a. If required, user should make every effort to have building floor plans or blueprints available at the time of a site visit.
- b. Contractor's representative should visit the site of proposed work, and familiarize himself with the extent of the work to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials and labor required. Contractor's representative is responsible for obtaining accurate onsite measurements. Reviewing plans in no way relieves the contractor's representative or installation partner of this responsibility. Contractor's representative should measure the areas to be carpeted to determine the actual number of square yards required to complete the installation and removal of carpet.
- c. Using these measurements, if requested, a seam diagram should be prepared for each area to be carpeted. Excessive seaming, cross-seaming or doorway saddle seams will not be accepted. Failure to provide seaming diagrams, upon request, should be interpreted as not conforming to contract conditions, and may be grounds for default. All drawings will be of a professional nature and definitive as to allow outside review, if required for determining contractor's compliance. Not-to-scale seaming diagrams are acceptable for seaming intent if acceptable by purchaser. However, this will not relieve the contractor of the requirements for proper seaming and installation.
- d. Written purchase orders will be issued for all orders by the University.
- e. All prices must be quoted from the contract unless specified elsewhere in the contract. Contractor should complete the quote form. A quote must be submitted with each order and state the following information:

Individual Contractor Number
Contractor Name
Sales Representative's Name
Product name
Manufacturer
Material and Labor prices separated
Material and Labor yards and hours separated

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Total Maximum installed price per yard
All overages must be shown as a separate line item
All special carpet finishes must be shown as a separate line item
Additive or deductive options on the Sundry Products and Services List

14. ORDER CANCELLATION

- a. The University may cancel an order without penalty if thirty (30) days notice is given to the distributor with whom the order was placed. The University will allow distributors at their option to charge customers a restocking fee for orders that are cancelled with less than thirty (30) days notice given to distributors with whom the orders were placed.
- b. No order may be cancelled once the distributor has received acknowledgment of order from the manufacturer. Prior to distributor's receipt of acknowledgement of order from manufacturer, a customer may cancel an order without penalty.

15. SUPPLEMENTAL CAMPUS GUIDELINES

- a. Report to the Project Manager or person in charge to obtain a hand tag for assigned parking. The University is responsible for obtaining assigned parking for contractors.
- b. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited zero-tolerance.
- c. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing save, accessible, plywood pedestrian ways around construction may be required if a suitable alternative route is not available.
- d. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contract whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
- e. Use of USC communications facilities (telephone, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.
- f. Contractor is responsible for removal of all waste from the site. Construction waste must not be placed in the University dumpsters.
- g. Damage to state property: Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the contractor, they shall be repaired or replaced at no cost to the University.
- h. Contractors are required to obtain prior parking authorization before parking in a designated space.
- i. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the project manager and contractor agree on how many spaces are needed, the Project Manager will obtain a placard for each vehicle. This placard must be hung from the mirror of the vehicle, otherwise a ticket will be issued and these tickets cannot be "fixed". Parking spaces are restricted to work vehicles only; no personal vehicles.
- j. Entering resident housing must be approved and coordinated by the project manager.
- k. Contractor and their staff should have a form of identification on at all times during the job.
- l. Smoking and use of all tobacco products is prohibited in all USC-owned or -leased buildings, buildings on university-owned land, all university vehicles and in designated outdoor areas. To view the entire policy and the specific outdoor areas view the following website: <http://www.sc.edu/healthycarolina/pdf/NoSmokingUSC.pdf>. They must also adhere to the University's policy of maintaining a drug-free workplace.

16. SALES REPORTS

- a. An annual sales report is required on January 30th of each year and successive year until the end of the contract with the following information: manufacturer, product, number of yards purchased for the preceding 12 months, total sales purchased, weight (oz), texture, and maximum installed price per yd. Information must be submitted by email in an excel spreadsheet to the Purchasing Officer at the address on the cover page of this solicitation. The report must be returned in an excel format similar to the original bid spreadsheet.

17. USC USER INSTRUCTIONS TO ORDER CARPET:

All carpet purchases and installations will now be requested through the Facilities Customer Service and Call Center (Campus Planning and Construction and Facility Services). Facilities Customer Service will receive all requests for carpet, coordinate asbestos testing if required, coordinate selection with department, prepare purchasing request, and manage installation of the carpet.

To initiate the process follow any one of these three steps:

- a. Complete a work request on the USC Website in Eforms. Fill-in with a description of the service requested, location, funding information, contact person, phone number and the appropriate departmental signatures. Send by campus mail or fax. Facilities Services, Customer Service & Call Center, 743 Greene Street. Fax number 777-7334 or;
- b. Email to FMCNotify@fmc.sc.edu. A complete description of the service requested, location, funding information, contact person and telephone number or;
- c. An existing "Report a problem in Facilities" website is available which is www.facilities.SC.edu/Login.asp

All requests will be acknowledged by an email with a service request reference number. If you have any questions have your reference number available then contact the Call Center @ 777-WORK. If you have not received an acknowledgment on a request you have sent in please call the Call Center to confirm we have received your request.

IV. Information for Offerors to Submit

1. INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.
2. Contract Bid Price: In Attachment A, an Excel spreadsheet has been provided for a bidder's schedule.
 - a. Tab 1: Bid prices for carpet will be expressed as a "maximum installed price"; defined as all labor, materials, freight and adhesive. Provide a separate price for material and labor.
 - b. Manufacturer Names: Provide bid price for backing options and additional yardage options. Each manufacturer has a sheet for this section.
 - c. Tab 3: Provide bid price for sundries which are expressed as a "maximum price not to exceed"; defined as additional products and installation for use.

Manufacturer's cost should be submitted in a separate sealed envelope. Document will be returned within 5 days of bid opening.

3. References: Offeror must provide a minimum of three (3) references who will perform installations at the University from the two lead installers at your company, within the past two years. References may be from your company or Do not use the University of South Carolina as a reference. Provide the Company Name, Contact Person, Street address, City, State, Zip, Contact Phone Number and email address.
4. Insurance: Offeror must provide evidence of insurance as requested in this solicitation, with the University of South named as an additional insured.
5. Letter from Manufacturer: Distributors must furnish a Letter of Verification from the manufacturer stating that they are an authorized distributor for the manufacturer product they are offering. Such a letter must be on the manufacturer's letterhead and signed by a district/regional manager of the company or officer of the corporation.
6. Verification that the distributor/installer(s) are mill certified to install according to factory recommendations.

7. Manufacturer Web Site Available For Potential Contract
Bidder must provide the manufacturer's web site address for the University to access for any manufacturer they intend to represent.
8. List the contact person(s) who will be assigned to the University Account. Please list all persons for all USC campuses if different.

Name, Email Address, Address
Telephone Number, Toll Free Number
Fax Number, Cell Number

V. Qualifications

1. **QUALIFICATION OF OFFEROR (JAN 2006)** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.
2. **QUALIFICATIONS – REQUIRED INFORMATION:** In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):
 - (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
 - (b) A detailed, narrative statement explaining how offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise or firm commitments to obtain them, necessary to meet all contractual requirements of this solicitation.
 - (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) for which your companies' installers experience will be based on the quality of their installations.
 - (d) A detailed, narrative of company resources available including adequate staff to serve the University during peak demands; most often during summer months and holidays when students are not in class. List businesses for which offeror have performed, at any time during the past two years, services substantially similar to those sought with this solicitation.
 - (e) Provide a list of former accounts, if any, which did not renew their contract with the offeror during the last four years, along with reasons for the separation and the name and telephone number of a contact person who may verify the previous contract.
3. Applicants must be an authorized dealer for carpet lines they are representing.

VI. Award Criteria

AWARD CRITERIA – FIXED PRICE BIDDING (JANUARY 2006): Award will be made to all responsive and responsible Offerors.

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING: Offerors not responding to the initial solicitation may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the University's original fixed price bid as authorized by the solicitation.

ADDITIONAL CONTRACTS ADDED TO CONTRACT

During the term of this contract, the University may add additional manufacturers and distributors semi-annually to the approved list. Vendors that wish to be considered for contract during the contract term must submit complete bid to the Procurement Officer at USC for evaluation only in January and July of each year. Only bidders that are determined to be responsive and responsible will be awarded contracts.

VII. Terms and Conditions

A. General

Affirmative Action: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of the Purchasing Department.

Contract Administration: Questions or problems arising after award of this contract shall be directed to the University of South Carolina, Purchasing Department, 1600 Hampton Street, Suite 606, Columbia, SC 29208.

Default: In case of default by the contractor, the University reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Force Majeure: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

HIPAA Law: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

Item Substitution: (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from departments without permission from the Purchasing Department.

Non-Appropriations: Any contract entered into by the University or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid 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.

Patent Liability: The Contractor, at his own expense, will defend any suit which may be brought against the University of South Carolina to the extent that it is based on a claim that the goods furnished through a contract infringes a United States Patent, and in any such suit will pay those costs and damages which are attributable to such claim and finally awarded against the University of South Carolina. The University shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost of expenses shall be incurred for the account of the Contractor without its written consent. If principles of governmental or public law are involved, the University may participate in the defense of any such action. If, in the Contractor's opinion, the goods furnished hereunder are likely to, or do become, the subject of a claim of infringement of a United States Patent, then without diminishing the Contractor's obligation to satisfy a final award, the Contractor may, at his option and expense (a) obtain the right for the using agency to continue use of such goods or (b) substitute for the alleged infringing goods other equally suitable goods that are satisfactory to the using agency or (c) take back such goods, provided, however, that the Contractor will not exercise option (c) until the Contractor and the University of South Carolina have evaluated options (a) and (b).

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Payment for Goods and Services: Payment for goods and services received by the University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

Prohibition of Gratuities: Section 8-13-420 of the 1976 Code of Laws of South Carolina, as amended, states: “WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contributions nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided.

Protection of Human Health and the Environment: The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. Any contractor doing business with the University will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to “the Hazard Communication Standard” OSHA CFR 1910.1200 (SCRR Article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Publicity Releases: Contractor agrees not to refer to 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.

Quality of Product: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For Information Technology procurement as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five (5) days in advance of the bid opening from the person to whom inquiries are to be directed as listed on the front page of the Invitation for Bid.

Restrictions/Limitations: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”. [§ 11-35-4210]

PROTEST – CPO – MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Save Harmless: (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the University of South Carolina and all USC officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the University if such patent; trademark or copyright infringement or claim is based upon the bidder’s use of material furnished to the bidder by the University.

South Carolina Governing Law Clause: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the state of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the appropriate chief procurement officer in accordance with title 11, chapter 35, article 17 of the South Carolina code of laws, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Richland county, state of South Carolina. Contractor agrees

that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the united state's constitution. As used in this paragraph, the term "agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

Taxes: Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for applicable taxes.

Termination: Subject to the conditions below, the contract may be terminated for any reason by the Purchasing Department providing a thirty-day advance notice in writing is given to the contractor.

For Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the University without the required thirty- days advance written notice, then the University may negotiate reasonable termination costs, if applicable.

For Cause – Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; Termination costs, if any, shall not apply. The thirty-day advance notice requirement is waived and the default clause in this bid shall apply. (See Clause No. 4).

B. Special

1. **PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
 - (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,
 - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
2. **PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JANUARY 2006):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (30) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.
3. **PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”:** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 6 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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4. **PRICE ADJUSTMENTS – LIMITED BY PPI:** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 6 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
5. Requested increases will be evaluated on each individual product separately. Only upon supported documentation from the manufacturer will a price increase be considered for the maximum installed cost. The same information applies to the distributors. Manufacturers are responsible for submitting new individual maximum installed not to exceed prices for carpet, VCT, and special backing options in an excel spreadsheet. Distributors are responsible for submitting new individual maximum not to exceed prices for material and labor prices in carpet, VCT, special backing options and sundries in an excel spreadsheet. All spreadsheets must be emailed to the Procurement Officer on the front cover of this document.
6. Bid prices for all products and services shall remain firm for the 6 month period after effective award of bid, except the University shall be advised of, and received the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten (10) days of its effective date.
7. **PRICING DATA – AUDIT – INSPECTION (JANUARY 2006)** [Clause Included Pursuant to § 11-35-1830, - 2210, & - 2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.
8. **CONTRACTOR PERSONNEL (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
9. **ESTIMATED QUANTITY - UNKNOWN (JAN 2006):** The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.
10. **CHANGES (JAN 2006):**
 - (1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services.

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Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

11. STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.
12. TERM/OPTION TO EXTEND
Initial contract period: six months from date of award. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed nine (9) additional six month periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the University of South Carolina Columbia Office of its intention in writing ninety (90) days prior to the anniversary date.
13. TERM OF CONTRACT – OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of nine (9) additional six (6) month periods, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.
14. TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.
15. TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is six months from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.
16. LARGE (\$) VOLUME PURCHASES
For large renovations or as determined by the University, we reserve the right to request quotes from distributors on contract and make a purchase from the contractor that offers the best value to the University (i.e. not necessarily lowest price). If the distributor chosen for the purchase does not offer the lowest price, the department must document the reasons it believes that the manufacturer chosen offers the best value overall.
17. WARRANTY:
Carpet shall be warranted as indicated by the manufacturer after date of acceptance of the installed job against excessive surface wear and defects in material and workmanship. Excessive surface wear is defined as a reduction of pile weight, due to wear, for more than 10%. Carpet (including backing system and attached or separate cushion) which is defective in material and workmanship or which shows excessive surface wear during this warranty period shall be repaired or replaced (and reinstalled) at no charge to the University. Installation shall be warranted against defects for a period of two (2) years after date of acceptance. Installation defects appearing within this period are to be corrected by the contractor, in a manner acceptable to the University, at no charge to the University. Any portion of manufacturer's warranty that exceeds the above warranty requirements shall be in effect on the contract, unless the University elects otherwise.

18. **QUALITY:** All carpet installed at each job site shall be of the same mill run and/or dye lot for each line item ordered. All carpet shall be of “first quality”; i.e., free from visual blemishes and physical defects. Nor irregulars, promotional goods, mill ends, or remnants shall be accepted. Any exception of above must be approved by the Procurement Manager on the cover page.
19. **PRODUCT REQUESTS**
New products may be added and discontinued items may be removed on a semi-annually basis. Information must be submitted in the same manner as it was for the original bid response on a six month basis.
20. No prepayment or partial payment will be made to the vendor/contrator for material stored or labor performed until project is complete and approved by USC.

VIII. Attachments to Solicitations

ATTACHMENT A: Bidder’s Schedule

Important Tax Notice - Nonresidents Only
Income Tax Credit
Offeror’s Checklist

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at **803-898-5383** or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

(Name - Please Print)

INCOME TAX CREDIT!!

References: SC §12-6-3350 – Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a **South Carolina** state contract. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten taxable years beginning with the taxable year in which the credit is first claimed. After the above ten taxable years, the taxpayer is no longer eligible for the credit regardless of whether or not the taxpayer claimed the credit in a year subsequent to the year in which the credit was first claimed.

The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

SC Department of Revenue
Research and Review
Phone: (803) 898-5786
FAX: (803) 898-5888

Reference: SC §11-35-5010 - Definition for Minority Subcontractor
SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms

The subcontractor must be certified as to the criteria of a “Minority Firm” by the Governor’s Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to:

Governor’s Office of Small and
Minority Business Assistance
1205 Pendleton Street
Columbia, SC 29201
Phone: (803) 734-0657

FAX: (803) 734-2498

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. do not *MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!* Do not *INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!*

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK *AGAIN* TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

USC-FPB-0961-TLW

ATTACHMENT A

BIDDER'S SCHEDULE

To receive an editable copy of the Excel spreadsheets please email Theresa Watts. The email address may be found on the cover page.

Do not add sales tax to the bidder's schedule. The appropriate sales tax will be added accordingly to each quote and subsequent purchase order.