



**Fixed Price Bid
Amendment 3**

Solicitation Number: USC-FPB-3611-DG
 Date Issued: April 10, 2020
 Procurement Officer: Dennis Gallman
 Phone: (803)777-4115
 E-Mail Address: gallmand@mailbox.sc.edu
 Mailing Address: 1600 Hampton Street; Ste 606
 Columbia, SC 29208

DESCRIPTION: Provide Custodial and General Maintenance Services as Needed

USING GOVERNMENTAL UNIT: **UNIVERSITY OF SOUTH CAROLINA BEAUFORT CAMPUS**

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
 University of South Carolina – Purchasing Department
 1600 Hampton Street, Suite 606
 Columbia SC 29208

PHYSICAL ADDRESS:
 University of South Carolina – Purchasing Department
 1600 Hampton Street, Suite 606
 Columbia SC 29208

Bid Opening shall occur by conference call: 800-765-1965

SUBMIT OFFER BY (Opening Date/Time): **April 28, 2020 at 3:00 PM (EST)** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **April 21, 2020 at 11:00 AM (EST)** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: 1 (one) Original Hard Copy ;
 # (number) Digital versions on USB drive;

CONFERENCE TYPE: **Not Applicable**
 DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &
 AMENDMENTS

Award will be posted on 05/07/2020 The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://sc.edu/about/offices_and_divisions/purchasing/index.php

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)	
	Area Code - Number - Extension	Facsimile
	E-mail Address	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address	____ Order Address same as Home Office Address
____ Payment Address same as Notice Address (check only one)	____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	3/12/2020	3	04/10/2020				
2	3/16/2020						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(5)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for a preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

PREFERENCES DO NOT APPLY

____ In-State Office Address same as Home Office Address
 ____ In-State Office Address same as Notice Address **(check only one)**

Solicitation Outline

- Section I. Scope of Solicitation

- Section II.A. General Instruction to Offerors
- Section II.B. Special Instruction to Offerors

- Section III. Scope of Work/Specs

- Section IV. Information for Offerors to submit

- Section V. Qualifications

- Section VI. Award Criteria

- Section VII.A. General Terms & Conditions
- Section VII.B. Special Terms & Conditions

- Section VIII. Bidding Schedule/Price Proposal

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services multiple contractors to furnish all labor, materials, and equipment necessary to provide custodial and/or general maintenance services for the Beaufort Campus as needed and in compliance with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)

Start date: May 14, 2020 End date: May 13, 2025 - 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".

The resulting contract shall be effective for a period of 1 year(s) with 4 additional one-year renewal options. [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

- AMENDMENT means a document issued to supplement the original solicitation document.
- AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
- BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
- BUSINESS PROPOSAL may be used interchangeably with the term Price Proposal. The Business proposal (Price proposal) shall never be included in the same enclosure or file as the Technical Proposal.
- 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. [11-35-310(4)]
- CONSTITUENTS means all persons affected by this resulting agreement including persons and entities that have a relationship to any organizational unit of the university system, including but not limited to: students (prospective students, applicants for admission, enrolled students, campus residents, former students, and alumni), employees (faculty, staff, administrators, student employees, prospective employees, candidates for employment, former employees and retirees), and other affiliates (including but not limited to board members, consultants, contractors, donors, invited guests, recipients of goods and services, research subjects, and volunteers). All Constituents shall be covered under any protections provided in the resulting agreement.
- CONTRACT See clause entitled Contract Documents & Order of Precedence.
- CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
- 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 terms Bidder or Supplier is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
- PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
- PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

- YOU and YOUR means Offeror.
- SOLICITATION means this document, including all its parts, attachments, and any Amendments.
- TECHNICAL PROPOSAL means the Offer. It is the submission that the Offeror provided as a means to present a solution to the Request for Proposal. The Technical Proposal shall never include pricing information; and shall always be submitted in a file or enclosure separate from the Price Proposal.
- STATE means the Using Governmental Unit(s) identified on the Cover Page as The University of South Carolina.
- SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
- US or WE means the using governmental unit.
- USING GOVERNMENTAL UNIT (UGU) means the unit(s) of government identified as such on the Cover Page. UGU may also be referred to as The University of South Carolina Beaufort, the University, University, or UofSCB.
- WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (May 2019)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-2]

BID AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity

identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the Offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the Offeror’s principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term “principals” means the person(s) in the Offeror’s organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the

evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed. [02-2A075-2]

MAIL PICKUP

The University of South Carolina Purchasing Department receives delivery of all mail from University Postal Services twice daily around 9:00 a.m. and 1:00 pm (excluding weekends and holidays). Offerors are strongly encouraged to plan for any delays by the U.S. Postal Service. See provision entitled Deadline for Submission of Offer.

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

UNIVERSITY OF SOUTH CAROLINA CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal University of South Carolina or State processes so that offers cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If applicable offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/closings>

Note: The University of South Carolina is closed at this time as a result of the Governor's [Executive Order 2020-09](#). This closure is due to the State's response to Covid-19 pandemic; and as such, the Purchasing staff is conducting some steps of this procurement virtually. Please e-mail the Procurement Officers if there are any questions regarding the process. [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, 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 or request, 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 Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its

sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, 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" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION

Paper offers are required. When you must submit a paper offer or modification the following instructions apply. (a) 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. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. 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. 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. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

TAXPAYER IDENTIFICATION NUMBER:

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the Offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

PROTEST - CPO - MMO ADDRESS (JUN 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 post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

A. Overview/History

About the University of South Carolina Beaufort

A small, public university with over 2,000 students from around the world, the University of South Carolina Beaufort is a dynamic and vibrant academic community that serves the Lowcountry and beyond.

The University has three campuses situated in the heart of the Lowcountry—the Bluffton campus in Bluffton, South Carolina, the Beaufort campus in Beaufort, South Carolina, and the Hilton Head Island campus on Hilton Head Island, SC.

With its heritage dating back to Beaufort College in the late 1700s, USCB continues to play a large role in the powerful futures of our students, faculty and staff, and communities served throughout the Lowcountry.

B. General Scope of Project

The University of South Carolina Beaufort is seeking multiple sources to provide custodial and general maintenance services on their campus(es) as needed through-out the life of the agreement.

University of South Carolina Beaufort housing is owned and operated by the Beaufort-Jasper Higher Education Commission. Housing first opened on the Bluffton Campus (at 13 South Campus Drive, Bluffton, SC) in 2005 with four (4) buildings. There has been substantial growth in the housing community over the last 10 years. Housing on the Bluffton campus is now comprised of ten (10) buildings and three (3) buildings have been opened in downtown Beaufort (1109 Boundary Street, Beaufort, SC).

The University of South Carolina is responsible for various maintenance and custodial tasks. Typically, summers provide greater flexibility for the University to clean, repair and paint student rooms so that they will be ready for the fall semester opening in August (date changes annually). In order to accomplish this, the contractor will coordinate duties and timelines with University Housing Representative(s).

This contract shall be used primarily for summer work in residential halls; however, the University may choose to seek a contractor for additional work as well.

The scope, timing, and level of work shall vary for each subsequent agreement. Depending on the need, job agreements may range from a single day to multiple years; or may consist of work to be performed on all UofSCB campuses, a single campus, a single building or a contained space within a building.

C. Program Goals

The primary purpose of the solicitation is to acquire multiple supplier sources to provide maintenance, detailing, and deep cleaning services over the summer to prepare for the return of students to campus. Additionally, the University may use Contractors to provide services through-out the year. Contractors shall adhere to the prede

D. Conceptual Plan

The timing of the work will have to be carefully coordinated to avoid confusion and delays. The work schedule for full unit cleaning, carpet cleaning, and painting will be planned, coordinated, and managed by the University Representative(s).

E. Work Schedules

Work schedule will be based on the university's calendar for opening and closing of school. The annual start and completion dates, will be communicated to Contractors in prior to agreement/commencement of work. The University will provide details of the work schedule during the pre-conference meeting with Contractors. Scheduled coordination will occur prior to commencement of work, to determine areas of work to maximize efficiency of schedule.

Contractors will have access as determined in the agreement to perform assigned work. Specifically related to housing projects, there may be other USC student residents living in

the building, depending on the work date. Noise and disruption must be reduced during the hours of 9 p.m. and 9 a.m.

Contractors must strive to reduce the size of any given unit's punch list, which must be able to be easily completed by the total project completion date.

1. The Master Project Schedule for painting, patching, and cleaning will be developed in coordination with the contractor (s). It will include a start and completion date for each of the following phases: protection (including dust control measures), prep work, painting/staining, clean up, initial punch list, substantial completion and final punch list items completed which includes removal of all Contractor supplies and equipment for each unit.
2. The Contractor will be responsible for staffing the specified areas with appropriate staff. The Contractor, within his schedule, will identify the number of on-site supervisors and staffing levels required to adhere to the schedule.
3. The schedule will be reviewed at weekly progress meetings with Dave Lunin, the Housing Maintenance Supervisor. The Contractor is responsible for status to date, a two (2) week look ahead, and the recovery schedule if the timeline falls behind.
4. If at any time the contractor falls more than two (2) days behind schedule, University Housing will reserve the right to bring in a separate contractor to perform work, to guarantee staff and students move in, on schedule. The costs of bringing in an additional, separate Contractor will be deducted from the original Contractor's final payments.

F. Contractor and Workplace Safety

1. Hazardous Materials
 - a. Prior to any disturbance of material suspect for asbestos, University Housing Representative(s) and contractor shall ensure that an asbestos inspection is performed to identify the presence of ACM within the scope of the project according to all SCDHEC, EPA, and OSHA regulations.
2. OSHA Compliance
 - a. The Contractor is responsible for OSHA compliance and may be subject to inspections from University Health and Safety officials. The contractor may also be required to submit a safety plan to the University prior to project commencement. Upon notification by USCB Safety Officer of a safety violation the contractor shall immediately correct the violation before restarting work.

G. 1. Protection of University Property

2. If at any time, proper precautions have not been taken to provide adequate protection to the building surfaces and furnishings, the Contractor will be advised by the University Housing Representative(s) of specific locations and problems. Work must cease immediately, within the particular space(s), until such protections have been installed. Whether initial or supplemental protections are provided, all

protection in spaces and for furnishings and finishes, are at no additional cost to the University.

3. During the turnover process contractors must protect all finish hardware, windows, doors, landscaping, sidewalks, parking lots, light fixtures, tile, carpet, vinyl, mechanical, plumbing, electrical systems, flooring, furniture, appliances and /or any residents personal items from damage. In the event that this Contractor damages any of the above items, it will bear all of the cost incurred to clean, repair, or replace. Contractor acknowledges full responsibility for any deformities, irregularities, or damage caused by their contracted work. Contractor shall bear the cost to correct any damages to the extent of the managers' determination
4. The Contractor must survey and inform the University Housing Representative(s) of any pre-existing damage, within the work areas, prior to starting work. The Contractor is strongly encouraged to take pictures of items considered to be damaged, prior to starting the project and submit them to the University Housing Representative(s) for verification. If at any time throughout the duration of the project, damage is identified by University personnel and has not been documented, the Contractor must assume responsibility for any repair and/or replacement of the item.
5. The Contractor must identify in advance all instances when work, such as fabrication of materials, is required to occur outside on building grounds; and to propose in advance how the work area will receive protection.
6. Upon commencement of work, all rooms not currently being worked in must be closed to prevent the migration of dust, dirt, or materials in adjacent areas.
7. The Contractor must protect all interior and exterior adjacent surfaces, furniture, equipment, areas to be finished and areas that have been finished, with drop cloths or other adequate means, as recommended by each manufacturer and as follows:
 - a. Install dust barriers to prevent dust migration to bedroom entrances, halls, stairwells and corridors.
 - b. Elevator walls and flooring must be protected using ram-board or equal product to protect existing elevator finishes for duration of project.
 - c. Stairwells, corridors and hallways will have entry mats to prevent the spread of dust; and the hall floors and stairwells will be covered to protect them from damage.
8. For any activity that raises dust, HVAC systems must be turned off, and the following must be covered with plastic to prevent dust from entering and being left on equipment coils: all fan coil units, HVAC return and supply vents, and smoke/heat detectors. Failure to comply could result in the smoke alarm going off. If it is determined that this is the cause for the alarm, the Contractor will absorb costs incurred by responding EMS Personnel.
9. The Contractor is solely responsible for all windows and exterior doors being closed and secured at the end of each work day to prevent weather related damage or unauthorized entry to the site.
10. Interior unit doors only, must be propped open using proper door wedges at the floor level. Materials must not be wedged along the door frame, and deadbolts must not be thrown to keep a door from closing. Deadbolts and entry locks failing due to misuse will be repaired at the Contractor's expense upwards of \$800 per door.

Exterior units and Exterior building doors must not be propped and must remain secured at all times.

11. Elevator doors must not be propped at any time, failure to comply could result in the elevator emergency alarm going off and shutting down the cab.
12. The Contractor shall protect all fire safety and emergency alert and warning equipment and detection systems, keeping them free of debris, dust, paint, caulking, adhesives, etc. Failure to comply could result in the smoke alarm going off. If it is determined that this is the cause for the alarm, the Contractor will absorb costs incurred by responding EMS Personnel and Fire & Safety repair/replacement. The contractor shall have the methods of protection for the fire alarm and sprinkler system approved by DPS Safety personnel. Proper covers for sprinkler heads are required.
13. The Contractor will not be permitted to use any showers, kitchen sinks, bathroom sinks or laundry sinks to clean tools or equipment. The Contractor will be responsible for any clogged lines or drains and/ or any damages to plumbing lines, resulting in a cost of approximately \$65. If the line is bad and must be replaced the charge is upward of \$500. Contractor bathrooms are located in Student Center 107, 108, 163, and 164. Janitorial Closets are available in Broad River I206M and Student Center 166.
14. The Contractor or employees are not allowed play any musical devices (radios, boom boxes, phones through speakers, Bluetooth speakers, etc.) at the work site.
15. The Contractor must keep sidewalks and parking areas cleared of materials and debris, at all times.
16. The Contractor is responsible for any and all damage, caused by a lack of protection and/or procedures related to any interior or exterior equipment, adjacent surfaces, doors, door frames, furniture, appliances, finishes, and to the building, grounds and its systems, life safety, and other equipment. The Contractor must replace, repair and/or clean, at no additional cost to the University, any damaged property to its original state.

H. Contracting Officer Representative

The University shall assign a Contracting Officer Representative (COR) for each subsequent agreement.

1. The COR may be changed at any time by the University without prior notice to the contractor and without modification to the contract. At a minimum, the University shall provide the contractor with the COR's information:
 - Phone Number:
 - E-mail:
2. The responsibilities and limitations of the COR are as follows:
 - a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
 - b. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer.

The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

I. University Provisions

1. Utilities Access

- a. The University will provide electricity and water supply at the jobsite through existing receptacles and fixtures but without any provision which allows workers to directly tap circuit panels. The Contractor must supply its own extension cords, water hoses and other equipment as required by the work scope.
- b. Contractor may use utilities while performing the contracted work but will turn off all lights, close blinds, and set air conditioning on auto/cooling in summer at 78 degrees and on auto/heat at 64 degrees in the winter upon completion of the daily work. Occupied units air conditioning settings must be at the discretion of the current residents and must not be tampered with.

2. Parking

- a. The University of South Carolina Beaufort Department of Public Safety (DPS) may exercise authority to direct parking due to safety concerns. Any vendors with concerns regarding parking should contact DPS directly at 843-208-8911.

3. Building Access & Security

- a. Keys and fob access will be coordinated by the Department of Public Safety.
- b. Access to students' rooms, offices, and staff apartments, is prohibited.
- c. The Contractor is responsible for assuring all windows and entry doors are closed and locked at the end of the work shift. Maintaining security of the building must be the Contractor's responsibility for the duration of the project.

4. Delivery, Storage, and Handling

- a. All paint is purchased by the University.
 - i. All materials used by the Contractor must be stored in a place designated by the University Housing Representative(s). Materials stored on the site must be arranged in a neat and orderly manner (not blocking exits), as to not affect in any way, any of the terms and conditions under this contract. At the close of the project, paint should be consolidated. Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single area designated by the Housing Maintenance Supervisor meeting the minimum requirements of both paint manufacturer

and authorities having jurisdiction and at a minimum ambient temperature of 45°F (7°C). Only materials used on this project to be stored on site.

- ii. Where toxic and/or volatile/explosive/flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking), as required.
- iii. Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) must be stored in suitable closed and rated containers and removed from the site on a daily basis.
- iv. Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.
- v. The University will not assume responsibility for the security of the Contractor's project materials, tools, or equipment.
- vi. The Contractor must not install any locking hardware on any portion of the building.
- vii. The Contractor must remove the above-mentioned materials and the entire site must be cleared at the time of project completion.
- viii. All items moved, in the course of the Contractor's work, are to be replaced to its original location and ready for use.

J. Student Housing Projects

1. Work Flow Process– How it works
 - a. Step One: The University is responsible for pulling the trash from student vacated rooms.
 - b. Step Two: Following trash removal, the University will inspect the vacant rooms.
 - c. Step Three: The University Representative(s) will then assign contractor(s) rooms to be painted, patched, and/or cleaned. When the work is completed, the room will be inspected by the University Representative.
2. Worksite Access by University Housing Representative(s) and Maintenance Workers
 - a. The University reserves the right to schedule other work, including, but not limited to, repairs, condition assessments and other inspections not related to this contract, in adjacent work areas during this same summer break work period.
 - b. The University Housing Representative(s) will identify in advance any work scheduled by the University, to occur in any part of the building in which maintenance work is to occur.
 - c. Based on the nature of the work to be performed by University or Housing crews or agents, the University Housing Representative(s) may conduct inspections of the affected space(s) for identifying any unwarranted conditions that could be attributable to the work of such crews.

- d. The University may also need to send staff through the building to conduct specific condition assessments and other inspections not related to this contract; however, such inspections will also be coordinated in advance via the weekly progress meetings.
 - e. If at any time a situation is deemed an emergency, University personnel may access the building without notification to or approval from the Contractor and /or University Housing University Housing Representative(s), to perform emergency repairs or conduct critical life and structural safety inspections.
3. Building Occupancy
- a. A small portion of the buildings will be occupied for the duration of the project. Occupied rooms will be assigned for cleaning, patching, or painting once they become unoccupied.

There will be multiple projects occurring at the same time. Additional schedule coordination will occur prior to commencement, with the University Housing Representative(s), Contractor, and other project Contractors, to determine areas of work to maximize efficiency of schedule.

K. Staffing Plan

1. The Contractor shall be fully responsible for the acts and omissions of its Subcontractors and of persons employed by them, while on University Property, and will be held accountable for any conduct that violates University Policy.
2. In accordance with University Policy, sexual harassment, discrimination and the use of alcohol or drugs is strictly forbidden. Refer to: <http://www.sc.edu/policies/policiesbydivision.php> for policy details.
3. The Contractor must submit a Criminal Background check for each employee and/or subcontractor(s) prior to employee and/or subcontractor performing contract work. The background check must include criminal conviction check (County, State, Federal) and sex and violent offender registry check. The timeframe of this check must list the criminal history for the preceding 10 years. The cost of background checks will be paid by the Contractor.
4. The Contractor and its staff should have a form of identification on them at all times, while on University property.
5. Fraternalization between the Contractor's employees and USC students, faculty or staff is strictly prohibited and addressed with zero-tolerance.
6. USCB will not tolerate rude, abusive, or degrading behavior on the job site. Inappropriate communications directed towards students, faculty, or staff, or any other person on University property is strictly prohibited.
7. Use of USCB communications facilities (telephone, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the University Housing Representative(s).
8. The Contractor will have one point of contact for the duration of each project. That person shall be the Contractor Officer Representative (COR). At no time is the Contractor to ask questions or take direction from any other individuals. Should an incident occur where they are approached by University staff, the Contractor must direct that person to the University's Housing Representative.
9. The Contractor must have the ability to communicate effectively and efficiently to all University Representatives.

10. Contractor bathrooms are located in Student Center 107, 108, 163, and 164. Janitorial Closets are available in Broad River I206M and Student Center 166.
11. Proper attire must be worn at all times. Tank tops, shorts and open toe shoes are not permitted on site, at any time.
12. When needed, the University must approve the location of the Contractor's dumpster prior to placement. No turf, landscape, exits or fire lanes must be used. The Contractor is responsible for removal of all waste from the site. Waste must not be placed in the University dumpsters.
13. The Contractor must not allow its workers and Subcontractors to dispose any food waste/items into its construction dumpster to prevent potential rodent infestation of the dumpster. All food/waste items must be removed daily from inside the buildings and disposed of off Campus daily.
14. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) for any reason, including in lieu of approved stepladders.
15. The Contractor will not be allowed to access any rooms or buildings that do not require any work under this project, for any reason. Contractors found in areas, other than as designated in this project, must be found to be trespassing, and will be reported to authorities.
16. To enter any occupied student bedroom, staff apartment or staff office, the Contractor must provide 48hr notice to the University Housing Representative(s); and must be accompanied by a University Housing escort, which will be assigned by the University Housing Representative(s).

L. Communications Plan

1. Kickoff/Pre-Conference Meeting will be convened by the University Housing Representative(s). This meeting will review responsibilities, contractor assignments, and items affecting project progress. The University will announce the place and time of the meeting.
2. Progress Meetings: Because the turn-around time for completion will be short, the Contractor must conduct progress meetings with the University Housing Representative(s) regularly throughout the work period.

M. Contract Administration Plans

Additional Scopes of Work are provided as attachments to the solicitation:

- A. Painting Specifications
- B. Carpet Cleaning & Upholstery, and Surface Cleaning
- C. Full Unit Cleaning

N. Payment

Invoices for work completed should be submitted to USC Beaufort Accounts Payable for review on a bi-weekly basis. The only exception should be work completed through June 30 of each year. Due to fiscal year end deadlines, invoices for work completed through June 30 must be submitted by June 23.

O. End of Contract Concerns

At the end of each scheduled project, contractors must meet with the University Housing representative to ensure all punch list items have been taken care of, including proper storing of materials. All access (such as keys or fobs) must be returned.

PERFORMANCE LOCATION AND TIME

Performance location and time shall be specific to each subsequent job; and shall be provided to the Contractor prior to agreement/commencement of work. [03-3015-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

SUBMITTING REDACTED OFFERS (MAR 2015)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

MINORITY PARTICIPATION (DEC 2015):

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

- Painting professionals must have proper licensure through the SC Department of Labor, Licensing and Regulation (LLR).

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]
[05-5010-2]

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015)

Upon request of the Procurement Officer, Offeror must furnish the within 24 hours, the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006)

Award will be made to all responsive and responsible Offerors. Awards shall be made by Lots. Offeror shall provide a bid for each line of every lot for which they would like to be considered. Failure to provide a bid for all lines will result in the rejection of the lot.[06-6023-1]

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006)

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 State's original fixed price bid as authorized by the solicitation.

Bids shall be quarterly, beginning on July 1, 2020.

7/1/20	10/1/20	1/4/21	4/1/21
7/1/21	10/1/21	1/4/22	4/1/22
7/1/22	10/3/22	1/3/23	4/3/23
7/3/23	10/2/23	1/3/24	4/1/24
7/1/24	10/01/24	1/3/25	

[06-6045-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name

of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall

be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006):

(1) Choice-of-Forum. 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 States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram,

facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

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. 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.

[07-7B025-1]

COMPLIANCE WITH LAWS

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. Pertaining to the resulting agreement, Contractor shall adhere to all University of South Carolina policies, procedures, and mandates.
[07-7B035-1]

CONFERENCE – PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor and University personnel shall be held at a location selected by the state within five (5) days after award of any subsequent agreement, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

Depending on the need of any specific agreement under the terms of this contract, the University (solely at its discretion) may require insurance as specified below:

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

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. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF UNIVERSITY PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

DISPOSAL OF PACKAGING AND DEBRIS (JAN 2006) - Modified

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation as follows:

1. All demolished material, except material listed or marked as salvage by the University, for retention and that which can be recycled, becomes the property of the Contractor.
2. Remove all project debris inside the building daily. All demolished materials must be loaded directly on to trucks for removal. Contractor is not to use University dumpsters. If a dumpster is required it must be placed in a location designated by the Housing Maintenance Supervisor, be clearly marked, and be serviced when filled.
3. Dispose of debris legally. Do not burn on site. Do not allow debris to enter sewers. Do not let piled debris endanger the structures and trees/plants that must remain.
4. Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
5. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
6. Remove combustible rubbish materials and empty paint cans each day and safely dispose of them in accordance with requirements of authorities having jurisdiction.
7. Clean equipment and dispose of wash water / solvents, as well as, all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints and stains.
8. At the completion of the work, all areas must be clean and left in an orderly condition, free of rubbish, dust and debris. The Contractor must clean all interior and exterior spaces impacted by project activities. All affected interior surfaces must be wiped down and/or vacuumed, to remove all dust and debris, in accordance to manufacturers' recommended cleaning instructions for each product.
9. Use of window openings to discard debris is strictly prohibited, unless proper protection is provided and approved in advance by the University Housing Representative(s).
10. The building and the building premises must be left in a condition that is acceptable to the University Housing Representative(s) and meets stated specifications.
11. Contractor shall remove and dispose of all generated trash and debris on a daily basis or placed in a dumpster provided by the Contractor.

[07-7B085-1]

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. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INFORMATION USE AND DISCLOSURE – STANDARDS

To the extent applicable, the Contractor agrees that the activities within the scope of this Contract are subject to the following legislations and will execute such agreements and practices as the University of South Carolina may require to ensure compliance:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.

- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.
- (f) FERPA: Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g
- (g) HIPAA: (Health Insurance Portability and Accountability Act of 1996 - Additional information may be viewed at: <http://www.sa.sc.edu/shs/hipaa>) and HITECH (Health Information Technology for Economic and Clinical Health Act of 2009); Privacy Rule at 45 C.F.R. 160 & 164

[07-7B110-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

PIGGYBACKING

The University reserves the right to use this contract for additional departments, divisions, and campuses on an as needed basis. While this clause in no way commits any other department, division, or campus to purchase from awarded contractor, nor does it guarantee any additional orders will result, it does allow University-related faculty, staff, and student organizations at their discretion, to utilize the resulting contract and purchase directly from the awarded contractor(s). All purchases made by other University organizations shall be understood to be transactions between that organization and the contractor. The University of South Carolina Beaufort Campus shall not be responsible for any such purchases.

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.

[07-7B160-1]

PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006)

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 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 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. Section 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. Section 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 Section 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. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to

agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

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 commencement of work. [07-7B235-1]

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 years, months, days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), 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. [07-7B245-2]

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 forty-five (45) days prior to the expiration of the then current term. A termination by the contractor shall not operate to terminate performance of any work being performed at the time of notification without mutual agreement between the University and the Contractor. [07-7B250-1]

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the University of South Carolina may pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

WARRANTY – ONE YEAR (JAN 2006) - Modified

Contractor warrants all services furnished shall conform to all contractor's representations, the requirements of this contract, and all published documentation. Additionally:

1. The Contractor shall guarantee all work related to painting, for a period of one year or more.
2. All warranties and guarantees offered by the paint manufacturers' must be accepted by the Contractor for all products under this project.

[07-7B275-1]

VIII. BIDDING SCHEDULE

LOT A: PAINTING (Refer to Section III for full description of painting services)

INTERIOR

Unit Description	Unit	Maximum Price Per Unit	Offeror's Price Per Unit
Entire Apartment	Entire Apartment	\$2700.00	
Entire Apartment, no ceilings	Entire Apartment	\$2200.00	
Walls	Square Foot	\$0.47	
Ceilings	Square Foot	\$0.52	
Interior Doors	Each Side	\$16.00	
Entrance Door (inside)	Each	\$20.00	
Baseboards	Linear Foot	\$0.64	
Window Sills	Linear Foot	\$0.64	
Door Jambs (both sides)	Each	\$26.00	
Remove & Replace bathtub caulk	Each	\$89.00	
Hourly rate – Painting	Hour	\$33.00	
Hourly rate – Sheetrock Repair	Hour	\$28.00	

EXTERIOR

Unit Description	Unit	Maximum Price Per Unit	Offeror's Price Per Unit
Walls	Square Foot	\$0.41	
Ceilings	Square Foot	\$0.31	
White Trim	Linear Foot	\$0.64	
Entrance Door (exterior)	Each	\$20.00	
Exterior Door Jambs	Each	\$14.50	

Offeror Name: _____

LOT B: CLEANING (Refer to Section III for full description of full unit cleaning services)**INTERIOR**

Unit Description	Unit	Maximum Price Per Unit	Offeror's Price Per Unit
Deep Clean	Entire Apartment	\$220.00	
Surface Clean	Entire Apartment	\$80.00	
Shampoo Carpet	Entire Apartment	\$80.00	
Vinyl Floor – Scrub Only	Entire Apartment	\$70.00	
VCT – Strip, Re-wax	Entire Apartment	\$155.00	
Ceramic Tile – Scrub	Entire Apartment	\$70.00	
Upholstered Sofa	Each	\$12.00	
Upholstered Chair	Each	\$12.00	
Mattress	Each	\$8.00	
Desk Chair	Each	\$8.00	
Hourly rate – Excess cleaning	Hour	\$25.00	

Breezeway

Unit Description	Unit	Maximum Price Per Unit	Offeror's Price Per Unit
Walls & Doors	Per Hour	\$30.00	

Offeror Name: _____

LOT C: PATCH WORK

Unit Description	Unit	Maximum Price Per Unit	Offeror's Price Per Unit
Hourly rate	Per Hour	\$30.00	

Offeror Name: _____

[08-8015-1]

ATTACHMENTS LIST

The following documents are attached to this solicitation:

- A. Painting Specifications
- B. Carpet Cleaning & Upholstery, and Surface Cleaning
- C. Full Unit Cleaning
- D. Drawings, Renderings, and Pictures
- E. Offeror Checklist
- F. Nonresident Tax Notice
- G. List of References
- H. Service Provider Security Assessment Questionnaire

[09-9002-1]

Attachment A

Painting Specifications

A. Specifications

The Contractor must provide all labor, materials, and equipment to move and protect furniture, remove signage, window blinds, white boards, tack boards, black boards, light switches, electrical plates. Additionally, the Contractor must furnish all labor and equipment required to prepare and perform interior painting of the previously identified spaces.

B. Building Preparation

The Contractor must be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using the Contractor's best skill and attention.

- a. The Contractor shall move existing furniture and appliances from one side to another as needed for work. When paint is dry and the room is nearly complete all furniture must be set up per furniture plans provided by University's Representative. Student personal belongings will be removed prior to the start of the project.
- b. The Contractor shall remove all existing electrical, data, and light-switch wall plates prior to performing any work. The Contractor must tape over electrical receptacles and switches. The Contractor will be responsible for wall plates damaged or broken by the contractor's paint crew.
- c. Contractor shall paint all assigned apartment unit interiors, this could include **ALL previously painted surfaces**: walls, ceilings, trims, and doors in all rooms and closets.
- d. The surfaces are excluded:
 - i. Anodized metal store front frames at windows/doors and doors at exterior walls
 - ii. Acoustical ceiling tile systems
 - iii. Stair treads and landings
 - iv. Fire Suppression System Piping
- e. The Contractor will be required to remove all splatters or spills from glass, tile floors including grout, carpet, cove base, VCT or other surfaces where work was performed.

C. Contractor Qualifications

- a. The Contractor must have a minimum of five (5) years proven satisfactory painting experience. Each Bidder must provide with its bid a list of the last three

(3) comparable interior painting projects that includes company name, current contact name, phone number, email address and summary of scope of work.

- b. Bidder must also provide names and level of experience for each primary employee and subcontractor.

D. Workmanship

- a. The University will provide paint only for the unit, and the Contractor shall return any unused paint at the completion of each complete project. The Contractor should notify the University Housing Representative(s) of issues related to the paint quality, color, or type (flat, gloss, etc.) before painting the entire room.
- b. Contractor shall ensure that all paint applied in a method that the surface receiving the paint shall be fully covered that is a uniform finish, color, and appearance, including: edges, corners, crevices, welds, and fasteners. In the event that full coverage is not achieved by this Contractor's initial application, then he shall re-apply his material until his installation is considered acceptable at no additional charge to University of South Carolina Housing.
- c. Contractor shall make sure all surfaces are free from efflorescence, dirt, dust, rust, chalk, scale, grease, oil, moisture, or conditions otherwise detrimental to formation of a durable paint finish prior to painting. Perform preparations and cleaning procedures in accordance with paint manufacturer's instructions.
- d. Electrical devices, windows, hardware, **sprinkler heads**, thermostats and other items in place at the time of painting (whether to be painted or not) shall be either taped or covered with protective materials to avoid paint getting on these items. **Sprinkler head covers** must be approved by the Department of Public Safety. Clean up of paint or caulking from these items will be the responsibility of this Contractor. Contractor shall replace all doors, fixtures, plates, or hardware that is removed for painting purposes.
- e. Upon completion of painting work, Contractor shall clean all surfaces, by proper methods, using care not to damage finished surfaces. Contractor is not to perform wall or ceiling repairs, rather to report them to the University so that the repairs can be made.
- f. Contractor shall remove and dispose of all generated trash and debris on a daily basis.
- g. During the painting process, contractors must protect all finish hardware, railings, windows, doors, light fixtures, tile, carpet, vinyl, mechanical, plumbing, electrical systems, and /or any personal items from damage. In the event that this Contractor damages any of the above items, he will bear all of the cost incurred to clean, repair, or replace. Contractor acknowledges full responsibility for any deformities, irregularities, or damage caused by their contracted work. Contractor shall bear the cost to correct any damages to the extent of the University Housing representative's determination.

- h. Contractor may use utilities while performing the contracted work but will turn off all lights, close blinds, and set air conditioning on auto/cooling in summer at 78 degrees and on auto/heat at 64 degrees in the winter upon completion of the daily work. Occupied units air conditioning settings must be at the discretion of the current residents and must not be tampered with.
- i. Inferior materials or workmanship must result in rejection of the entire application until replaced in accordance with the specifications.
- j. If the Contractor fails to correct defective work or persistently fails to comply with the specifications, the University Housing Representative(s) may order the Contractor to stop work on the project (or any portion thereof, until the cause for such order has been eliminated).
- k. The University Housing Representative(s) reserves the right to dismiss the Contractor and take over the project, to be completed by the University with costs incurred, deducted from the Contractors' final payments.
- l. Contractor will correct any painting-referred items on University of South Carolina Housing punch-list.

E. Preparation

- a. Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical plates, mechanical louvers, door and window hardware, hinges, knobs, locks, trim, frame stops), removable rating / hazard / instruction labels, washroom accessories, light fixture trim, etc. from wall and ceiling surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes).
- b. Adequate lighting facilities for repainting must be provided by the Contractor.

F. Application

- a. Do not commence repainting unless substrates are acceptable and until all environmental conditions (heating, ventilation, lighting and completion of other sub-trade work, if applicable) are acceptable for applications of products, according to Paint Manufacturers requirements.
- b. Apply primer, paint or stain in accordance with MPI Painting Manual finish requirements.
- c. The Contractor must not use spray methods on any wall or ceiling finishes. The Contractor will be required to use the roll on and/or brush method.
- d. Apply primer, paint or stain within an appropriate time frame after cleaning when

environmental conditions encourage flash-rusting, rusting, contamination or the manufacturer's paint specifications require earlier applications.

- e. Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with the manufacturer's recommendations. No thinning or altering of paints or stains is permitted except in accordance with the Paint Manufacturers written recommendations.
- f. Apply the necessary number of coats of paint to achieve an opaque finish (a minimum of one (1) prime coat and two (2) finish coats to all patchwork.
- g. Sand and dust between each coat to provide an anchor for the next coat and to remove defects in previous coat (runs, sags, etc.) visible from a distance up to 1000 mm (39").
- h. All paint coats/finishes must be evenly applied and free from sags, runs, laps, crawls, brush marks, skips, waves, variations in color or other visible defects.
- i. Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat must be sufficiently dry and hard before a following coat is applied.
- j. To avoid air entrapment in applied coats, apply materials in strict accordance with the manufacturer's spread rates and application requirements.
- k. University Housing reserves the right to have a third-party gauge and verify thickness and consistency of finish, to ensure that all coats have been applied, as outlined in this specification.
- l. As work is completed, the Contractor will be responsible to ensure the following: all moving parts and hardware of the window sashes, window security screens and doors are not painted, in such a way that the components will not open, close and lock or otherwise operate properly and free of restriction.

G. Field Quality Control/ Standard of Acceptance

- a. Repainted interior surfaces must be considered to lack uniformity and soundness if any of the following defects are apparent to the University Housing Representative(s):
 - i. Brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings
 - ii. Evidence of poor coverage
 - iii. Damage due to touching before paint is sufficiently dry or any other contributory cause
 - iv. Damage due to application on moist surfaces or caused by inadequate protection from the weather

- v. Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
- b. Repainted interior surfaces must be considered unacceptable if any of the following are evident under final lighting source conditions:
 - i. Visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 1000 mm (39")
 - ii. Visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 1000 mm (39")
 - iii. Visible defects are evident on ceiling surfaces when viewed at 45 degrees to the surface
 - iv. When the final coat on any surface exhibits a lack of uniformity of sheen across full surface area
- c. Repainted surfaces rejected by the University Housing Representative(s) must be repainted. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint must be repainted. Runs, sags of damaged paint must be removed by scraper or by sanding prior to application of paint.
- d. All glass window panes must be free of grease from glazing compounds, paint splatters old & new and caulking compounds upon completion of windows.
- e. All windows must be operational, (the University must be notified in writing of any windows painted shut before being primed/finished) all security screens must be closed and locked, and all insect screens must be reinstalled before the Contractor may request the inspection, leading to the creation of the Preliminary Punch List.
- f. The University may require the Contractor to perform a one-time call back to the jobsite to open stuck window sashes.

H. Site Observations and Punch List

- a. Upon completion and cleaning as specified, the Contractor must notify the University Housing Representative(s) for final observation, prior to acceptance.
- b. All waste, excess materials of unused paint, tools, etc. must be removed from the area. A University Housing Representative(s) will view all scrap and retain any desired, excess materials, prior to removal from the area.
- c. Complete installation must be observed by University Housing Representative(s) and prior to acceptance.
- d. Punch List Walk-throughs will occur in three (3) phases:

- i. Preliminary Punch: The inspection led by the Contractor and provided in writing to the University Housing Representative(s). The Preliminary Punch is delivered at the point of substantial completion.
 - ii. Final Punch: The list developed based on the University Housing Representative inspection after preliminary punch work completed. The Final Punch should have no significant work remaining.
 - iii. Final Walk-through and Approvals: University Housing Representative(s) review all punch work.
- e. After receipt of the Preliminary Punch List, the Contractor will have three (3) days before the University Housing Representative will automatically start observing/reviewing the Final Punch.
- f. Items remaining incomplete on the Final Punch List at the time of this last inspection, may at the University Housing's discretion, be taken over and completed by the University. Expenses incurred will be charged to the Contractor, and must be deducted from final payment to the Contractor.
- g. The building and building premises must be left in a condition that is acceptable University Housing Representative(s).
- h. Final building acceptance must also establish the substantial completion and start date of the one (1) year warranty period.
- i. A ten (10) month walk-thru will take place after closing in the following May and will be coordinated by the University Housing Representative(s). All warranty work will be required to be completed within 30 calendar days of the walk-thru, or otherwise approved and coordinated with the University Housing Representative(s) for any acceptable alternative schedule.

Attachment B

Carpet Cleaning & Upholstery and Surfaces

A. Specifications

Contractor will perform the following tasks to complete Carpet and Upholstery Cleaning:

1. Upholstery: Fabric on furniture must be fully cleaned, including all sides of seat cushions and pillows. Visible stains should be specially treated to remove stains and signs of distress should be treated to refresh fabric.
2. Carpet: All carpet must be cleaned edge to edge. The contractor will be responsible for replacement of any carpet due to discoloration or breaches in the fibers or weaves due to misuse of chemical process.

B. Vinyl Scrub

Contractor shall scrub all areas of roll-out vinyl tile and extract water.

C. VCT Strip/Recoat

Contractor shall remove old floor polish from vinyl composite tile (VCT) and lay 2 new coats of floor polish in all tiled areas.

1. Clear floors of all furniture
2. Spray floor stripper directly on tough/deep stains and marks
3. Remove old wax
4. Spray floor stripper along perimeter at baseboards and scrub
5. Remove wax/water residue from floors
6. Lay even, light base coat
7. Lay even, heavier top coat
8. Replace all furniture and tidy unit

D. Ceramic Tile Scrub

Contractor shall scrub ceramic tile and extract water.

E. Surface Clean

Contractor shall perform a light “departure” clean of all apartment areas to include entryway, kitchen, living area, hallways, bedrooms, and bathrooms. Previously deep cleaned apartments may need to be surface cleaned after summer camp/ conference attendees depart.

Full Unit Cleaning

Contractor will perform the following tasks to complete Full Unit Cleaning:

A. Trashing

1. Remove all trash from area to be cleaned and place it dumpster
2. Property, furnishings, furniture, or a student's personal property shall NOT be removed from the room.
3. Contractor employees are not permitted to take any property from rooms.

B. Student Personal Property

Student property left behind and deemed valuable will be bagged and tagged (room number) by University Housing.

C. Unit Cleaning

Contract shall perform a full cleaning of the room, including but not limited to cleaning and/or dusting:

1. Bedrooms:

- a. Blinds/inside windows/window sills
- b. Bed mattress/rails/springs
- c. Heater/AC unit (outside only)
- d. All desks, top to bottom, side to side, and inside open drawers
- e. All closets top to bottom, inside, backside, pull out
- f. All light fixtures including interior and exterior of shade
- g. All vents
- h. Top of smoke detector/fire alarm/thermostats if applicable
- i. Doors/jambs and tops of all door trim
- j. All light switch plates/plug-in plates
- k. All walls (spot clean, remove tape)
- l. Trash cans/recycle cans
- m. All baseboards
- n. All floors (sweep/mop/vacuum)
- o. All door handles

2. Living Area

- a. All walls (spot clean, remove tape)
- b. Doors/jambs and tops of all trim
- c. All light switch plates and plug-in plates
- d. All baseboards
- e. Tables and chairs top to bottom

- f. Windows and window sills
- g. Blinds
- h. Recycle and trash cans
- i. Floors (sweep/mop/vacuum)
- j. All light fixtures including interior and exterior of shade
- k. Furniture (vacuum and spot clean)

3. Bathrooms

- a. Sink
- b. Under sink (remove/empty all items)
- c. Faucet
- d. Counter tops
- e. Back Splash
- f. All light fixtures including interior and exterior of shade
- g. Mirror
- h. Toilet rim and behind rim
- i. Exterior of toilet
- j. TP holder
- k. All walls
- l. Doors, including jambs and tops of trim
- m. All light switch plates and plug-in plates
- n. Baseboards
- o. Trash cans
- p. Floors
- q. Shower rod
- r. Showerhead
- s. Re-caulk tubs as needed

4. Kitchen

- a. All light fixtures including interior and exterior of shade
- b. Floor
- c. Trash cans
- d. Baseboards
- e. Tables and chairs, top to bottom
- f. Doors, including jambs and trim
- g. Light switch plates and plug-in plates
- h. Cabinets, inside and out
- i. Sinks and countertops
- j. Behind and under all appliances
- k. Fridge and freezer, inside and out
- l. Oven, inside and out, including bottom drawer
- m. Drip pans
- n. Fume hood, including filter and light

Attachment D
Drawings, Renderings, Pictures

Provided as a Separate Document

Attachment E
OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please **DO NOT** return this page with your offer.

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'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 PROPOSAL 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 PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR PROPOSAL 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-PROPOSAL 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.

[09-9010-1]

Attachment F

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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov/forms-site/Forms/I312.pdf>
[09-9005-2]

Attachment G
References

In the space below, please provide contact information for at least three (3) references in which you provided services of a similar scope:

Reference 1

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 2

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 3

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 4

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 5

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____