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# University of South Carolina

Purchasing Department 1600 Hampton Street, 6th floor Columbia, SC 29208

Telephone: (803) 777-4115

# Request for Quotation Page One

THIS IS NOT AN ORDER

Quo No I	tation must be recei	yed Send quotation to above a Attention of:	address	Quotation Number:	Date	1	1
7	6 2017	Dennis Ga	allman	USC-RFQ-3156-DG	6	23	2017
Print company name and address:  Please quote your lowest delivered price of the items(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.  1. If an item cannot be furnished, indicate by NO QUOTE.  2. All quotes must be signed by the vendor's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.  3. FAXED QUOTES ACCEPTABLE. FAX # (803) 777-2032							
Federa	al I.D. or Social So	ecurity No.	SC Mi	nority Certification Number (If A	pplicable)		
Submitte	ed By (Print Name)		Signature	Telephone	e		
Item No.	Quantity and Unit	Description of Commodity or	Services		Unit Price	Tota	al Price
	See Bid Schedule	PROVIDE ALL LAB	BOR & MATERIA	ALS TO INSTALL			

#### **GENERAL CONDITIONS**

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

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the bidder, its directors, officers, employees and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

<u>Termination</u>: Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

<u>Termination for Cause</u>: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

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

#### **SPECIAL CONDITIONS**

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational Safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IMPORTANT – Please Note – Vendors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

# 50003272-1 FM00549651/ 1000033864 50000-A300-52070

**SECTION 096763** 

**RESINOUS FLOORS** 

PART I GENERAL

#### 1.01 SUMMARY

- A. Section Includes: Fluid-applied, resinous covering systems to match existing installations.
  - 1. Floor:
    - a. Combination Scrape Trowel-Applied and Broadcast floor system with Chemical Resistant Urethane Top Coat.
      - 1) Typical Location: Bathrooms as identified in bid package.
    - b. Typical Base: Integral
  - 2. Substrate Preparation Over Existing Ceramic Tile.
  - 3. Requirement for manufacturer's technical representative for on site inspection. See QUALITY ASSURANCE in Part 1 below.

#### 1.02 REFERENCES

A. American Socie	ety for Testing and Materials (ASTM):
C 307-99	Tensile strength of chemical-resistant mortars, grouts and monolithic surfacing.
C 501-84	Relative resistance to wear of unglazed ceramic tile by Taber
(R2002)	Abrasion.
C 531-00	Linear shrinkage and coefficient of thermal expansion of chemical-resistant mortars, grouts and monolithic surfacing.
C 579-01	Compressive strength of chemical-resistant mortars, grouts and monolithic surfacing.
C 580-98	Flexural strength and modulus of elasticity of chemical-resistant mortars, grouts and monolithic surfacing.
D 696-98	Coefficient of linear thermal expansion of plastics.
D 570-98	Water absorption of plastics.
D 2047-99	Static coefficient of friction of polish coated floor surfaces.
D 2794-98 (R1999)	Resistance of organic coatings to impact.
D 4541-02	Pull off strength of coatings using portable adhesion testers.
E 84-01	Surface burning characteristics of building materials.
E 648	Critical radiant flux of floor covering systems using a radiant heat source.
E 662	Specific optical density of smoke generated by solid materials.

#### 1.03 PERFORMANCE REQUIREMENTS

A. Physical Properties:

- 1. General: Chemical Resistance: ASTM D 1308; no effect when exposed to following reagents for 7 days:
  - a. Acetic acid (5% solution).
  - b. Ammonium Hydroxide (10% solution).
  - c. Distilled water.
  - d. Gasoline, high test.
  - e. Hydrochloric Acid (10% and 20% solution).
  - f. Pine oil.
  - g. Sea water.
  - h. Sulfuric Acid (30% and 70% solution).
- 2. Floor Systems: Typical values based on 7 days cure at 75 degrees F.
  - a. Compressive Strength: 17,800 psi; ASTM C 579.
  - b. Tensile Strength: 7,100 psi; ASTM C 307.
  - c. Impact Resistance: No cracking or delamination > 24,000 psi; MIL-D-24613 ASTM D 2794.
  - d. Abrasion Resistance: 42 mg 18 mg; ASTM C 501, MIL-D-24613.
  - e. Flame Spread: PASSED < 3 Class A; ASTM E84, MIL STD 1623.
  - f. Flammability: Self-extinguishing, ASTM D 570.
  - g. Smoked Density: PASSED < 3; ASTM E 662, MIL D 24613.
  - h. Critical Rad Flux: >1.07 w/cm<sup>2</sup>; E 648
  - i. Odor: Free from objectionable odors; ASTM D 2794
  - j. Indentation: Shall not exceed 1% RESULTS 0.8%; ASTM D 2794.
  - k. Temperature Resistance: 150-200°F; ASTM D 2794
  - I. Water Absorption :< 0.2%; ASTM D 570.
  - m. Coefficient of Linear Expansion: 2.5 x 10<sup>-5</sup>,
  - n. Flexural Strength: 10,000 psi; ASTM C 580.
  - o. Linear Shrinkage: < .02%; ASTM C 531.
  - p. Hardness: 80; ASTM D 2240, Shore D.
  - q. Adhesion Strength: > 500 psi, 100% concrete failure;
     ASTM D 4541
  - r. Weight: 1.2 lbs/ft2 @ 1/8" thickness.; ASTM D 2794
  - s. Slip Resistance: ASTM D-2047; ADA Compliant with one coat of Sealer

O 4434x			
Static	Dry	Wet	Oily
Leather	0.85	1.05	
Rubber	0.94	1.10	0.55

Sliding	Dry	Wet	Oily
Leather	0.58	0.74	
Rubber	0.67	0.72	0.41

#### 1.04 SUBMITTALS

- A. Samples: Submit two 6 by 6-inch cured samples of each floor finish or color combination. Obtain specific approval for degree of smoothness of finish.
- B. Qualifications of Installers: Submit a written statement from the floor manufacturer stating that the installer is certified and acceptable.

C. Manufacturer's Application Instructions: Furnish manufacturer's printed instructions for:

1. Surface preparation.

2. Moisture & pH Limits: List maximum allowable limits for moisture emission, pH, and slab relative humidity. See "Concrete Testing" under PREPARATION in Part 3 below. Furnish list for each proposed product.

3. Application of flooring and wall system including any precautions or special handling instructions required to comply with applicable safety regulations and codes.

D. Maintenance Instructions: Submit current copies of flooring manufacturer's printed recommendations on maintenance methods and products for flooring system.

### 1.05 QUALITY ASSURANCE

- A. Materials used in floor surfacing to be products of a single manufacturer.
- B. Installer:
  - 1. Experience: Must have a minimum of 3 years experience installing work similar to that required for this Project and have proven experience with specified system.

2. Approved: Must be approved by manufacturer of floor surfacing materials. Furnish a written statement from manufacturer that installer is acceptable. See "Manufacturer's Approval" under SUBMITTALS below.

- 3. Flexible Joints: Installer to verify locations of all flexible joints required by the provisions of this Section and by the recommendations of the related material manufacturers.
  - a. Joint Locations may or may not be shown in drawings.

b. Refer to drawings required under submittals above.

- C. Field Sample: Prior to starting application of flooring, provide full scale field sample to establish acceptable quality, durability, and appearance. Field sample must not be less than 32 square feet and be constructed on a suitable 3/4" thick plywood base with 2 x 4 lumber frame.
  - 1. Acceptable field sample to be standard of quality for remaining work.
  - 2. Unacceptable samples to be removed and replaced until acceptable.
  - 3. Field sample shall remain on site until all work of this Section is completed and accepted.
    - a. Transport field sample to job locations as needed for comparisons and when directed by Architect.

b. Remove field sample when directed by Architect.

D. Manufacturer's Technical Representative: See FIELD QUALITY CONTROL in Part 3 below. Contractor shall verify that manufacturer will comply with this requirement before submitting bid. See "Manufacturer's Approval and Agreement" under SUBMITTALS above.

1.06 DELIVERY AND STORAGE

A. Deliver the materials to the project site in unopened 5 gallon containers clearly labeled with the manufacturer and type of material. Store materials away from fire or sparks. Maintain the storage area at a minimum of 50 degrees Fahrenheit.

# 1.07 ENVIRONMENTAL CONDITIONS

- A. Temperature: Maintain ambient room and floor temperatures at 70 degrees Fahrenheit, or above, for a period of 24 hours before, during, and after installation. Do not apply if the floor temperature is below 50 degrees Fahrenheit.
- B. Relative Humidity: Concrete moisture should not exceed 5 lbs per 1000 square feet.
- C. Dew Point: Wood substrates shall have a measured moisture content of no more than 10 percent prior to installation.
- D. Concrete to receive surfacing shall have cured for at least 28 days per inch of thickness and shall have been free of water for at least 7 days.

#### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Specification based on products by Phoenix Epoxy Systems. Subject to compliance with the requirements, provide the specified products or equal products from one of the following. Submit manufacturer's test data, descriptive literature and sample ten days prior to bid and obtain Architect's approval.
  - 1. Phoenix One-Step Epoxy Seamless Floor System.
  - 2. Key Resin Company Key Quartz B-125 System.
  - 3. Stonhard Stoneshield SLT.

#### 2.02 SYSTEMS

#### A. General:

- 1. Colors, Patterns, and Textures: As selected by Architect from manufacturer's full range.
- 2. Basic Materials: Provide all materials, compatible within the systems, and as recommended by the manufacturer including the following:
  - a. Crack Suppression Membrane; field-built assembly of flexible membrane and reinforcing.
  - b. Joint Filler.
  - c. Prime Coat.
  - d. Bond Coat.
  - e. Slope Fill.
  - f. Base Coat.
  - g. Aggregate.
  - h. Matrix.
  - i. Grout and Topcoat.
  - j. Cove filler strips and trim strips for integral cove base and corners.
  - k. Miscellaneous: As needed for complete installation.
  - 1. Transition strips suitable for transition to adjacent materials and finishes.

B. Combination Scrape Trowel/Broadcast Floor System: Valspar Quartzite 2200, Solvent-Free, Ceramic Granular Epoxy Flooring.

1. Primer; R-90/H-100.

- 2. Body Coat: R-90/H-400.
- 3. Broadcast: Quartzite Grains.

4. 1st Grout: R-90/H-400.

- 5. 2<sup>nd</sup> Grout: R-90/H-400.
- 6. Topcoat: R-95/H-400.
- 7. System Thickness: 1/8 inch.

#### 2.03 MIXING

A. Proportion and mix components in accordance with manufacturer's instructions.

#### PART 3 EXECUTION

#### 3.01 PREPARATION

A. Examinations: Examine surfaces to receive flooring and verify that condition is smooth and free from conditions that will adversely affect execution, permanence, or quality of work.

 Notify Architect of any conditions deemed unsatisfactory for installation; installation of flooring materials is understood as acceptance of substrates

as satisfactory.

2. Remove projections, debris detrimental to flooring system, and dirt, oil, "

grease, and surface coatings affecting bond.

B. Surface Preparation: Clean existing tile/concrete slab in accordance with approved recommendations of materials manufacturer; see SUBMITTALS in Part 1 above. Also see PREPARATION under Section 01700 – Execution Requirements. Acid Etching not acceptable.

- C. Concrete Testing: Test for moisture content, alkalinity, and bond; install no flooring over concrete until the slabs have been cured and are sufficiently dry to achieve permanent bond with proposed resins as determined by the test listed below. Provide additional or more stringent tests if recommended by flooring manufacturer.
  - 1. Calcium Chloride, Relative Humidity, and Alkalinity Tests: Section 01453 Concrete Vapor Emission & Alkalinity Test. Schedule Owner-Provided testing, through the construction Manager, in accordance with SEQUENCING article in Part 1 of Section 01453. Give minimum 10 days notice to testing agency for desired date to begin testing.

 Verify test results meet PERFORMANCE CRITERIA of Section 01453 or are acceptable to flooring manufacturer before installing

flooring.

b. Acknowledge in writing receipt and response to test reports; see "Acknowledgement of Moisture and Alkalinity Test Reports" under SUBMITTALS in Part 1 above.

- c. Manufacturer may waive alkalinity portion of test if, in his opinion, alkalinity of substrate is not relevant to the long-term performance of the proposed flooring system. Submit supporting statement on company letterhead.
- 2. Bond Test: Manufacturer's standard.
- D. Excessive Moisture: If tests indicate excessive levels of moisture vapor, additional air drying shall be undertaken until such time as additional tests show acceptable levels have been achieved. Blowers or oil free compressed air may be used.
  - 1. Do not use flame drying methods.
  - 2. Pretreatments to reduce moisture vapor may be used as specified under Section 07264 Topical Floor Vapor Retarder and as approved by material manufacturer.
- E. Cracks: Treat cracks in concrete using manufacturer's recommended practice to prevent cracking through flooring system.
  - 1. Rout out crack (larger than hairline width) and fill with specified Joint Filler
  - 2. Where entire floor specified to receive Crack Suppression Membrane no further step needed for individual cracks.
  - 3. If entire floor not specified to receive Crack Suppression Membrane, coat with flexible membrane across the crack and twelve inches on either side at a spread rate of 50 square feet per gallon to achieve 25-30 mils dry.
- F. Vacuum floor and routed cracks before primers, fillers, or epoxy materials are installed.
- G. Protect adjacent surfaces not scheduled to receive work on this Section by masking, or by other means, to maintain these surfaces free of resinous covering material. Provide adequate ventilation and fire protection at all mixing and placing operations. Prohibit smoking or use of spark or flame producing devices within 50 feet of any mixing or placing operation.

#### 3.02 PREPARATION

- A. Install all materials in conformance with manufacturer's instructions.
- B. Prime or Bondcoat: Prime surface as recommended by manufacturer. Priming may be optional with Crack Suppression Membrane.
  - Apply primer uniformly over entire area to receive flooring using brush or clean steel trowels. Do not allow primer to collect in depression. Allow primer to dry thoroughly before next coat is applied. Recoat porous areas or area where primer has dried.
- C. Crack Suppression Membrane (CSM): Install over cracks and other areas recommended by the manufacturer.
  - 1. Apply flexible membrane uniformly at 50 sq. ft. per gallon and allow to cure.
  - 2. Embed reinforcing in second coat of flexible membrane; saturate as needed to fully wet reinforcing.
  - 3. Allow to cure.

- D. Sloped System: Where slop to drain is required, provide trowel-applied slope fill in separate operation.
  - 1. Coordinate with Section 03300 for desired concrete detail at drain; 1/4 inch below lip of drain.
  - 2. Provide smooth uniform slope to drain.
  - 3. Allow to cure before proceeding with floor system installation.
- E. Floor Surfacing: Apply surfacing material to provide a cleanable, slip-resistant, finish floor surfacing not less than specified thickness. All surfaces to be flush, monolithic, and finished to degree of smoothness as approved sample.
  - 1. Aggregate: Broadcast in two directions onto wet epoxy. After ure, remove loose aggregate.
  - 2. Apply epoxy grout and top coat.
- F. Non-Scheduled Spaces: Provide resinous flooring at the following non-scheduled areas unless otherwise specified:
  - 8. Closets and alcoves off spaces.
  - 9. Under permanently built-in casework.
- G. Integral Cove Base:
  - 10. Provide where floor intersects permanent vertical surfaces, including columns, pilasters, walls, and fixed cabinet bases including toe spaces.
  - 11. Provide integral cove base formed from flooring.
  - 12. Provide cove filler strips and trim strip at top of base and trowel material up wall to form smooth, integral transition and base.
  - 13. Base Height: 6 inches.

#### 3.05 CLEANING

- A. Clean completed systems in accordance with manufacturer's recommendations.
- A. Allow systems to sufficiently cure as recommended by manufacturer (minimum 7 days) before cleaning with water or other liquids to prevent permanent white haze from developing in topcoat.

#### 3.06 PROTECTION

A. Protect adjacent surfaces not scheduled to receive the flooring by masking or by other means to maintain these surfaces free of the flooring materials. Surfacing shall set for a minimum period of 48 hours before traffic is allowed on floor. Finished flooring shall be protected from traffic by covering with 30 pound building paper or other equally effective means until final acceptance of project.

#### END OF SECTION

#### SITE VISIT - NON-MANDATORY (JAN 2006): See Site Visit Clause.

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. The University assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available at the site visit. Nor does the University assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time:

June 28, 2017 at 2:30 PM

Location:

University of South Carolina Coker Life Science Building

715 Sumter Street Columbia SC 29208 Meet in 1st Floor Lobby

QUESTIONS MUST BE RECEIVED BY: June 29, 2017 at 10:00 AM

#### SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

**QUESTIONS:** 

USC-RFQ-3156-DG

Title: PROVIDEALL LABOR & MATERIALS TO INSTALL EPOXY FLOORING

Attn:

Dennis Gallman

QUESTIONS MAY BE E-MAILED TO: gallmand@mailbox.sc.edu

**FAXED TO:** 803-777-2032

#### BID SCHEDULE

# USC-RFQ-3156-DG

Item	Estimated Qty	Unit of Measure	Description	Total Price For All Month
1	1	Lot	Provide all Labor & Materials to install Epoxy Flooring	\$

Resident Contractor Preference	
Resident Sub-Contractor Preference (2%)	
Number of Sub-Contractors	
Resident Sub-Contractor Preference (4%)	
Number of Sub-Contractors	

<u>Note:</u> The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the terms and conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

Floor sq. ft. to be resurfaced in the restrooms in Coker Life Science. 10 restrooms with Total sq.' of 1605sq.'

Floor	Room#	Gender	Sq. ft.	Total
2 <sup>nd</sup>	214	Men's	189	
2 <sup>nd</sup>	218	Women's	194	
2 <sup>nd</sup>	224	Women's	125	508 sq.'
3 <sup>rd</sup>	322	Women's	171	
3 <sup>rd</sup>	326	Women's	125	296 sq.'
4 <sup>th</sup>	420	Men's	169	
4 <sup>th</sup>	424	Women's	125	294sq'
5 <sup>th</sup>	522	Women's	169	169 sq.'
6 <sup>th</sup>	628	Men's	169	169 sq.'
7 <sup>th</sup>	722	Women's	169	169 sq.'

#### **ADDITIONAL CONDITIONS**

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 <a href="https://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>. 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)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate has defined in Section 1563 of the Internal Revenue Code).

#### **Iran Divestment Act**

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, et seq., effective January 5, 2015 the Executive Director of the State Budget and Control Board has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The list is available at the following URL:

# http://www.mmo.sc.gov/PS/20150105 SC IDA List-Final.pdf

By accepting and fulfilling this Purchase Order, you certify that you are not on the current Iran Divestment Act List and that you will notify the Procurement Officer immediately if you are added to the list.

# 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? ☐ Yes ☐ NO 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? ☐ Yes ☐ NO 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.)

MINORITY PARTICIPATION (JAN 2006)