

 UNIVERSITY OF SOUTH CAROLINA	INVITATION FOR BIDS	Solicitation Number:	USC-IFB-3242-MR
		Date Issued:	January 5, 2018
		Procurement Officer:	Michelle Robinson
		Phone:	803-777-4115
		E-Mail Address:	marobins@mailbox.sc.edu
		Mailing Address:	1600 Hampton Street Ste 606 Columbia, SC 29208

DESCRIPTION: Furnish and Deliver Mechanical Equipment for USC's Lieber College.

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

SUBMIT OFFER BY (Opening Date/Time): **01/24/18 at 3:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **01/12/18 at 11:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One Original and One (1) Copy marked "COPY" (Original Hardcopy Shall Prevail)**

CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on January 29, 2018 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://purchasing.sc.edu
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (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)	TAX IDENTIFICATION NO.
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.)
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> 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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

PREFERENCES - A NOTICE TO CONTRACTORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state contractors, contractors using in-state subcontractors, and contractors 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. CONTRACTORS 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 - 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 Contractor 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 the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).
In-State Office Address same as Home Office Address
In-State Office Address same as Notice Address (check only one)

Solicitation Outline

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

I. Scope Of Solicitation

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to furnish and deliver mechanical equipment for the University's Leiber College in accordance with all the requirements stated herein.

II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 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.

BOARD means the South Carolina Budget & Control Board 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)]

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)]

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 term Bidder 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.

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

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 means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

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. [02-2A003-2]

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.

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 (FEB 2015): 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 of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL 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.

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.

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.

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), Offer 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 nonresponsive.

(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.

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.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

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]

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.

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]

IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

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]

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.

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]

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

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

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 its 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: 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 offers in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065]

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.

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government 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 state 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/planandprepare/disasters/severe-winter-weather> .

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. 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]

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.

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.

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

QUESTIONS: USC-IFB-3242-MR

Title: Furnish and Deliver Mechanical Equipment for USC's Leiber College

Attn.: Michelle Robinson

QUESTIONS MAY BE E-MAILED TO:

marobins@mailbox.sc.edu

FAXED TO: 803-777-2032

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006): Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

DISCUSSIONS WITH BIDDERS – After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PREFERENCES - A NOTICE TO CONTRACTORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state contractors, contractors using in-state subcontractors, and contractors 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. CONTRACTORS 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 contractors 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. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR 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 (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST – PROTEST – CPO – MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@itmo.sc.gov, (b) by facsimile at 803-737-0102, or (c) by post or delivery to 1201 Main Street, Suite 430, Columbia, SC 29201. [02-2B120-1]

Unit Prices Required (JAN 2006) – Unit price to be shown for each item.

III. Scope of Work / Specifications

SECTION 23 72 13 OUTDOOR AIR ENERGY RECOVERY UNIT

PART 1 - GENERAL

1.1 Owner will be pre-purchasing the outdoor air-handling unit (OAH-1) for this project as specified herein.

1.2 REFERENCES

- A. AFBMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
- B. AMCA 99 - Standards Handbook.
- C. AMCA 210 - Laboratory Methods of Testing Fans for Rating Purposes.
- D. AMCA 300 - Test Code for Sound Rating Air Moving Devices.
- E. AMCA 500 - Test Methods for Louver, Dampers, and Shutters.
- F. AHRI 410 - Forced-Circulation Air-Cooling and Air-Heating Coils.
- G. AHRI 430 - Central-Station Air-Handling Units.
- H. AHRI 435 - Application of Central-Station Air-Handling Units.
- I. ASTM B117 - Standard Practice for Operating Salt Spray Apparatus.
- J. NEMA MG1 - Motors and Generators.
- K. NFPA 70 - National Electrical Code.
- L. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.
- M. UL 723 - Test for Surface Burning Characteristics of Building Materials.
- N. UL 900 - Test Performance of Air Filter Units.
- O. UL 1995 - Standard for Heating and Cooling Equipment.
- P. UL 94 - Test for Flammability of Plastic Materials for Parts in Devices and Appliances.
- Q. IBC 2000, 2003 - International Building Code.
- R. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
- S. NFPA 5000 - Building Construction and Safety Code.
- T. ASHRAE 90.1 Energy Code.
- U. AHRI Standard 1060 - Rating Air-to-Air Heat Exchangers for Energy Recovery Ventilation Equipment.
- V. GSA 2003 Facilities Standard - 5.9 HVAC Systems and Components.

PART 2 - PRODUCTS (BY VENDOR)

2.1 DELIVERY

- A. The Vendor shall coordinate the delivery of the outdoor air handling unit (OAH-1) to the Project Site on Sumter Street in Columbia, S.C. Delivery shall include all shipping, loading, and unloading expenses.
- B. Delivery is expected within a window of three (3) months to six (6) months after engineer's review of submittals. Vendor shall coordinate with installing Vendor for exact date of delivery. Vendor is responsible for storage of units until they are delivered.
- C. All sections of the outside air handling unit (OAH-1) shall be shipped separately, capable of being carried to the 4th floor using the single front door to Lieber College and up the elevator, or single back door to Lieber College and up the stairwell. Each section shall have a continuous 6" base rail all around. Vendor shall be responsible for delivery of all components to the job site.

2.2 MANUFACTURER

- A. The manufacturer must have a net worth greater than five times the value of the equipment being bid and must have been a manufacturer of packaged energy recovery equipment for at least five years prior to bid time. The complete packaged unit, including energy recovery wheel, must be manufactured in the United States of America.
- B. The unit shall be a Daikin model number as listed in the attached Outside Air handling Unit Schedule. Unit manufactured by Venmar or Semco meeting the capacities, efficiencies, and performances listed in the schedule will be accepted. Vendor shall be responsible for ensuring each component will fit thru the single doors and elevator (or stairwell doors).
- C. The unit will be located above an existing steel beam above the 3rd Floor below. The unit dimensions and weight will need to be verified by the Vendor that it will fit on top of the beam, and miss the sloped ceiling in the 4th Floor Mech. Room. The unit shall not exceed 1,900 pounds.

2.3 SUBMITTALS

- A. Indicate assembly, unit dimensions, weight loading, required clearances, construction details, field connection details, and electrical characteristics and connection requirements. Computer generated fan curves for each air-handling unit shall be submitted with specific design operating point noted. A computer generated psychometric chart shall be submitted for each cooling coil with design points and final operating point clearly noted. Sound data for discharge, radiated and return positions shall be submitted by octave band for each unit.
- B. Product Data:
1. Provide literature that indicates dimensions, weights, capacities, ratings, fan performance, finishes of materials, electrical characteristics, and connection requirements.
 2. Provide data of filter media, filter performance data, filter assembly, and filter frames.
 3. Provide manufacturer's installation instructions.
- C. See attached Outside Air Handling Unit Detail for guidance in coordination of unit components.

2.4 SAFETY AGENCY LISTED & CERTIFICATION

- A. Air Handling units shall be ETL safety listed to conform with UL Standard 1995 and CAN/CSA Standard C22.2 No. 236.

B. Air handler furnished with double width, double inlet (DWDI) fans and/or plenum fans where applicable, shall be certified in accordance with the central station air handling units certification program, which is based on AHRI Standard 430.

C. Air handling unit water heating & cooling coils shall be certified in accordance with the forced circulation air-cooling and air heating coils certification program, which is based on AHRI Standard 410.

2.5 WARRANTY

Manufacturer shall warranty unit and factory packaged controls for eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever comes first. Warranty will be limited to manufacturer's defects on parts.

2.6 GENERAL DESCRIPTION

A. Configuration: Fabricate as detailed on the detail

B. Performance: Conform to AHRI 430. See schedule.

C. Acoustics: Sound power levels (dB) for the unit shall not exceed the specified levels shown on the unit schedule. The manufacturer shall provide the necessary sound treatment to meet these levels if required.

2.7 UNIT CONSTRUCTION

A. Fabricate unit with heavy gauge channel posts and panels secured with mechanical fasteners. All panels, access doors, and ship sections shall be sealed with permanently applied bulb-type gasket.

B. Panels and access doors shall be constructed as a 2-inch nominal thick; thermal broke double wall assembly, injected with foam insulation with an R-value of not less than R-13.

1. The inner liner shall be constructed of G90 galvanized steel.
2. The outer panel shall be constructed of G90 galvanized steel.
3. The floor plate shall be constructed as specified for the inner liner.
4. Unit will be furnished with solid inner liners.

C. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, maximum 5 inches of positive or 6 inches of negative static pressure. Deflection shall be measured at the panel midpoint.

D. The casing leakage rate shall not exceed .5 cfm per square foot of cabinet area at 5 inches of positive static pressure or 6 inches of negative static pressure.

E. Module to module field assembly shall be accomplished with an overlapping, full perimeter internal splice joint that is sealed with bulb type gasketing on both mating modules to minimize on-site labor and meet indoor air quality standards.

F. Access doors shall be flush mounted to cabinetry, with minimum of two six-inch long stainless steel piano-type hinges, latch and full size handle assembly. Access doors shall swing outward for unit sections under negative pressure. Access doors on positive pressure sections, shall have a secondary latch to relieve pressure and prevent injury upon access.

G. A 4-inch formed G60 galvanized steel base rail shall be provided by the unit manufacturer for structural rigidity and condensate trapping.. The base rail shall be constructed with 12-gauge nominal for unit sizes 003 - 035 and 10-gauge nominal for unit sizes 040 - 090. The following calculation shall determine the required height of the base rail to allow for adequate drainage. Use the largest pressure to determine base rail height. [(Negative) (Positive) static pressure (in)] (2) + 4" = required base rail height.

H. Construct drain pans from stainless steel with cross break and double sloping pitch to drain connection. Provide drain pans under cooling coil section. Drain connection centerline shall be a minimum of 3" above the base rail to aid in proper condensate trapping. Drain connections that protrude from the base rail are not acceptable. There must be a full 2" thickness of insulation under drain pan.

2.8 FAN ASSEMBLIES

A. Fan assembly shall be a double width, double inlet, class II, belt-drive type housed forward curved fan dynamically balanced as an assembly, as shown in schedule. Maximum fan RPM shall be below first critical fan speed. Fan assemblies shall be dynamically balanced by the manufacturer on all three planes and at all bearing supports. Grease lubrication lines shall be provided and extend from the bearings and attached with grease fittings to the fan base assembly near access door. Fan and motor shall be mounted internally on a steel base. Provide access to motor, drive, and bearings through hinged access door.

B. Fan and motor shall be mounted internally on a steel base. Factory mount motor on slide base that can be slid out the side of the unit if removal is required. Provide access to motor, drive, and bearings through hinged access door. Fan and motor assembly shall be mounted on rubber-in-shear vibration type isolators inside cabinetry.

2.9 BEARINGS, SHAFTS, AND DRIVES

A. Bearings: Basic load rating computed in accordance with AFBMA – ANSI Standards. The bearings shall be designed for service with an L-50 life of 200,000 hours and shall be a heavy duty pillow block, self-aligning, grease-lubricated ball or spherical roller bearing type.

B. Shafts shall be solid, hot rolled steel, ground and polished, keyed to shaft, and protectively coated with lubricating oil. Hollow shafts are not acceptable.

C. V-Belt drives shall be cast iron or steel sheaves, dynamically balanced, bored to fit shafts and keyed. Fixed sheaves, matched belts, and drive rated based on motor horsepower. Minimum of 2 belts shall be provided on all fans with 10 HP motors and above. Standard drive service factor minimum shall be 1.1 S.F. for 1/4 HP – 7.5 HP, 1.3 S.F. for 10 HP and larger, calculated based on fan brake horsepower.

2.10 ELECTRICAL

A. Fan motors shall be manufacturer provided and installed, Open Drip Proof, premium efficiency (meets or exceeds EPCA requirements), 1750 RPM, single speed. Electrical characteristics for each fan motor shall be determined before releasing order.

B. The air handler shall be ETL listed by Intertek Testing Services, Inc. Units shall conform to bi-national standard ANSI/UL Standard 1995/CSA Standard C22.2 No. 236.

C. Wiring Termination: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclosed terminal lugs in terminal box sized to NFPA 70.

D. Manufacturer shall provide ASHRAE 90.1 Energy Efficiency equation details for individual equipment to assist Building Engineer for calculating system compliance.

E. Installing contractor shall provide GFI receptacle within 25 feet of unit to satisfy National Electrical Code requirements.

F. Air handler manufacturer shall provide and mount conduit and wiring from each fan motor terminated at an external junction box.

2.11 COOLING AND HEATING COILS

A. Water cooling and water heating coils shall be certified in accordance with AHRI Standard 410 and bear the AHRI label. Coils exceeding the scope of the manufacturer's certification and/or the range of AHRI's standard rating conditions will be considered provided the manufacturer is a current member of the AHRI Forced Circulation Air-Cooling and Air-Heating Coils certification programs and that the coils have been rated in accordance with AHRI Standard 410. Manufacturer must be ISO 9002 certified.

B. Water cooling and heating coils shall be provided. Provide access to coils for service and cleaning. Access shall be provided for the entering and leaving sides of each coil. Enclose coil headers and return bends fully within unit casing. Unit shall be provided with coil connections that extend a minimum of 5" beyond unit casing for ease of installation. Drain and vent connections shall be provided. Coil connections must be factory sealed with grommets on interior and exterior panel liners to minimize air leakage and condensation inside panel assembly. Coils shall be removable through side panels of unit without the need to remove and disassemble the entire section from the unit.

1. Headers shall consist of seamless copper tubing to assure compatibility with primary surface. Headers to have intruded tube holes to provide maximum brazing surface for tube to header joint, strength, and inherent flexibility. Header diameter should vary with fluid flow requirements.

2. Fins shall have a minimum thickness of 0.0075 inch aluminum plate construction. Fins shall have full drawn collars to provide a continuous surface cover over the entire tube for maximum heat transfer. Tubes shall be mechanically expanded into the fins to provide a continuous primary to secondary compression bond over the entire finned length for maximum heat transfer rates. Bare copper tubes shall not be visible between fins.

3. Coil tubes shall be 5/8 inch OD seamless copper, 0.020 inch nominal tube wall thickness, expanded into fins, brazed at joints.

4. Coil connections shall be carbon steel, NPT threaded connection. Connection size to be determined by manufacturer based upon the most efficient coil circuiting. Vent and drain fittings shall be furnished on the connections, exterior to the air handler. Vent connections provided at the highest point to assure proper venting. Drain connections shall be provided at the lowest point to insure complete drainage and prevent freeze-up.

5. Coil casing shall be a formed channel frame of galvanized steel.

2.12 FILTERS

A. Furnish flat panel filter section with 4-inch pleated MERV 8 filter. Provide side loading and removal of filters.

B. Filter media shall be UL 900 listed, Class I or Class II.

C. Filter Magnehelic gauge(s) shall be furnished and mounted by others.

2.13 ADDITIONAL SECTIONS

A. Access section shall be provided for access between components.

B. Energy recovery wheel shall be constructed of corrugated synthetic fibrous media, with a desiccant intimately bound and uniformly and permanently dispersed throughout the matrix structure of the media. Rotors with desiccants coated bonded, or synthesized onto the media are not acceptable due to delaminating or erosion of the desiccant material. Media shall be synthetic to provide corrosion resistance and resistance against attack from laboratory chemicals present in pharmaceutical, hospital, etc. environments as well as attack from external outdoor air conditions. Coated aluminum is not acceptable. Face flatness of the wheel shall be maximized in order to minimize wear on inner seal surfaces and to minimize cross leakage. Rotor shall be constructed of alternating layers of flat and corrugated media. Wheel layers should be uniform in construction forming uniform aperture sizes for airflow. Wheel construction shall be fluted or formed honeycomb geometry so as to eliminate internal wheel bypass. Wheel layers that can be separated or spread apart by airflow are unacceptable due to the possibility of channeling and performance degradation. The minimum acceptable performance shall be as specified in the unit schedule. Desiccant Material: The desiccant material shall be a molecular sieve, and specifically a 4A or smaller molecular sieve to minimize cross contamination.

Wheel Media Support System: The wheel frames shall consist of evenly spaced steel spokes, galvanized steel outer band and rigid center hub. The wheel construction should allow for post fabrication wheel alignment. Wheel Seals: The wheel seals shall be full contact nylon brush seals or equivalent. Seals should be easily adjustable. Wheel cassette: Cassettes shall be fabricated of heavy duty reinforced galvanized steel or welded structural box tubing. Cassettes shall have a built in adjustable purge section minimizing cross contamination of supply air. Bearings shall be inboard, zero maintenance, permanently sealed roller bearings, or alternatively, external flanged or pillow block bearings. Drive systems shall consist of fractional horsepower AC drive motors with multi-link drive belts. Face and bypass dampers shall be furnished as shown on unit schedule and drawings. Certification: The wheel shall be AHRI certified by the energy recovery wheel supplier to AHRI Standard 1060 and must bear the AHRI certification stamp. Private independent testing performed "in accordance with" various standards is not a substitute for AHRI certification and shall not be accepted. The wheel shall be listed or recognized by UL or equivalent.

2.14 VARIABLE FREQUENCY DRIVE

A. The variable frequency drives (VFD's) shall be solid state, with a Pulse Width Modulated (PWM) output waveform (VVI, six-step, and current source drives are not acceptable). The VFD package as specified herein shall be enclosed in a NEMA 1 enclosure, completely assembled and tested by the manufacturer. The VFD shall employ a full wave rectifier (to prevent input line notching), DC Line Reactor, capacitors, and Insulated Gate Bipolar Transistors (IGBT's) as the output switching device (SCR's, GTO's and Darlington transistors are not acceptable). The drive efficiency shall be 97% or better at full speed and full load. Fundamental power factor shall be 0.98 at all speeds and loads.

B. All VFD's shall have the following standard features:

1. All VFD's shall have the same customer interface, including digital display, keypad and customer connections; regardless of horsepower rating. The keypad is to be used for local control (start/stop, forward/reverse, and speed adjust), for setting all parameters, and for stepping through the displays and menus.

2. The VFD shall give the user the option of either (1) displaying a fault, or (2) running at a programmable preset speed if the input reference (4-20mA or 2-10V) is lost; as selected by the user.

3. The VFD's shall utilize plain English digital display (code numbers are not acceptable). The digital display shall be a 40-character (2 line x 20 characters/line) LCD display. The LCD shall be backlit to provide easy viewing in any light condition. The contrast should be adjustable to optimize viewing at any angle. All set-up parameters, indications, faults, warnings and other information must be displayed in words to allow the user to understand what is being displayed without the use of a manual or cross-reference table.

4. The VFD's shall utilize pre-programmed application macro's specifically designed to facilitate start-up. The Application Macros shall provide one command to reprogram all parameters and customer interfaces for a particular application to reduce programming time.

5. The VFD shall have the ability to automatically restart after an over current, over voltage, under voltage, or loss of input signal protective trip. The number of restart attempts, trial time, and time between reset attempts shall be programmable. If the time between reset attempts is greater than zero, the time remaining until reset occurs shall count down on the display to warn an operator that a restart will occur.

6. The VFD shall be capable of starting into a rotating load (forward or reverse) and accelerate or decelerate to set point without safety tripping or component damage (flying start).

7. The VFD shall be equipped with an automatic extended power loss ride through circuit, which will utilize the inertia of the load to keep the drive powered. Minimum power loss ride-through shall be one-cycle, based on full load and no inertia. Removing power from the motor is not an acceptable method of increasing power loss ride-through.

8. The customer terminal strip shall be isolated from the line and ground. Prewired 2-position Off-Auto switch and speed potentiometer. When in "Off", the VFD will be stopped. When in "Auto", the VFD will start via an external contact closure, and its speed will be controlled via an external speed reference.

C. All VFD's to have the following adjustments:

1. Five (5) programmable critical frequency lockout ranges to prevent the VFD from continuously operating at an unstable speed.

2. PI Setpoint controller shall be standard in the drive, allowing a pressure or flow signal to be connected to the VFD, using the microprocessor in the VFD for the closed loop control.

3. Two (2) programmable analog inputs shall accept a current or voltage signal for speed reference or for reference and actual signals for PI controller. Analog inputs shall include a filter; programmable from 0.01 to 10 seconds to remove any oscillation in the input signal. The minimum and maximum values (gain and offset) shall be adjustable within the range of 0 - 20 mA and 0 - 10 Volts. Additionally, the reference must be able to be scaled so that maximum reference can represent a frequency less than 60 Hz, without lowering the drive maximum frequency below 60 Hz.

4. Six (6) programmable digital inputs for maximum flexibility in interfacing with external devices.

5. Two (2) programmable analog outputs proportional to Frequency, Motor Speed, Output Voltage, Output Current, Motor Torque, Motor Power, DC Bus voltage, or Active Reference.

6. Three (3) programmable digital relay outputs. The relays shall be rated for maximum switching current 8 amps at 24 VDC and 0.4 amps at 250 VAC; Maximum voltage 300 VDC and 250 VAC; Continuous current rating 2 amps RMS. Outputs must be true form C type contacts; open collector outputs are not acceptable.

7. Seven (7) programmable preset speeds.

8. Two independently adjustable accel and decel ramps. These ramp times shall be adjustable from 1 to 1800 seconds.

9. The VFD shall Ramp or Coast to a stop, as selected by the user.

D. The following operating information displays shall be standard on the VFD digital display. The display shall be in complete English words (alpha-numeric codes are not acceptable):

- Output Frequency
- Motor Speed (RPM, % or Engineering units)
- Motor Current
- Calculated Motor Torque
- Calculated Motor Power
- DC Bus Voltage
- Output Voltage
- Heatsink Temperature
- Analog Input Values
- Keypad Reference Values
- Elapsed Time Meter
- kWh meter

E. Accessories to be furnished and mounted by the drive manufacturer.

1. Customer Interlock Terminal Strip - provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external interlocks and start/stop contacts shall remain fully functional whether the drive is in Hand, Auto or Bypass.
 2. All wires to be individually numbered at both ends for ease of troubleshooting.
 3. Door interlocked thermal magnetic circuit breaker which will disconnect all input power from the drive and all internally mounted options. The disconnect handle shall be thru-the-door type, and be padlockable in the "Off" position.
 4. Manual transfer to line power via contactors. Include motor thermal overload and fuse or circuit breaker protection while in bypass operation. A three position selector switch to control the bypass contactor and the drive output contactor is to be mounted on the enclosure door. When in the "Normal" mode, the bypass contactor is open and the drive output contactor is closed. In the "Test" position both contactors are open, and in the "Bypass" position, the drive output contactor is open, and the bypass contactor is closed. The drive output contactor shall also open when a stop command is given, isolating the motor from the drive. Start/stop signals and safety interlocks will work in drive and bypass modes. Pilot lights shall be provided for indication of "Normal" operation, "Bypass" operation, and "External Fault". All pilot lights shall be push-to-test type.
 5. Service contactor (drive input contactor) which provides the ability to service the drive (electrically isolate the drive while in bypass operation without having to remove power from the motor). The service contactor shall open when the drive is switched to bypass, and also be controlled by a switch which is mounted inside the drive enclosure so that its access is limited to service personnel only.
 6. A class 20 bimetallic thermal motor overload relay shall be provided to protect the motor in bypass.
 7. 3 - 15 PSI pneumatic speed reference shall be via direct connection to the VFD, without the use of external pressure to electrical transducers. A connector outside the VFD enclosure shall be provided for connection of pneumatic tubing.
 8. The VFD shall have a manual speed potentiometer in addition to using the keypad as a means of controlling speed manually.
 9. The drive shall have 12-pulse drive isolation transformers for maximum harmonics attenuation.
 10. The drive manufacturer shall do a model harmonic simulation to determine harmonic distortion.
 11. All drives regardless of size/voltage should have an isolated manual bypass contactor with overload.
 12. Door interlocked fusible disconnect that will disconnect all input power from the drive and all internally mounted options. The fusible disconnect handle shall be through-the-door type, and be pad lockable in the off position.
 13. Customer Interlock Terminal Strip - provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external safety interlocks shall remain fully functional whether the system is in Hand, Auto, or Bypass modes (not functional in Fireman's Override 2). The remote start/stop contact shall operate in VFD and bypass modes.
 14. All drives shall have installed pilot lights for "Run, Stop, Power On, Fault, and ASD Mode".
 15. All drives shall have communication cards installed to communicate with the building temperature control.
- F. Drives shall be ABB, or approved equal.

2.15 EXTRA MATERIALS: Provide one set of fan belts and filters.

PART 3 - EXECUTION (BY CONTRACTOR)

3.1 Installing Contractor shall install unit in accordance with manufacturer's printed Installation & Maintenance instructions.

3.2 Installing Contractor shall not operate unit for any purpose, temporary or permanent, until ductwork is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

3.3 Installing Contractor shall assemble and mount indoor units on base rail provided with unit, and provide seismic connections to existing floor as required to meet the seismic requirements of the 2015 International Building Code.

3.4 Installing Contractor shall pipe water coils per diagrams on the drawings and provide unions at pipe connections to all coils.

3.5 Installing Contractor shall extend vent from each coil through casing with shut off valve, and extend drain from each coil through casing with hose bibb connection.

3.6 Installing Contractor shall provide adequate access to all units as required by manufacturer.

3.7 Installing Contractor shall connect to condensate drain connection to air handling unit and pipe to condensate main as shown on the floor plans.

3.8 Installing Contractor shall provide type L copper condensate drainpipe, insulated per specifications, and match full size of unit connection.

END OF SECTION 23 73 13

SECTION 23 82 19 FAN COIL UNITS

PART 1 - GENERAL

1.1 Owner will be pre-purchasing fan coil units for this project as specified herein.

PART 2 - PRODUCTS (by VENDOR)

2.1 DELIVERY:

A. The Vendor shall coordinate the delivery of the fan coil units to the Project Site on Sumter Street in Columbia, S.C. Delivery shall include all shipping, loading, and unloading expenses.

B. Delivery is expected within a window of three (3) months to six (6) months after engineer's review of submittals. Vendor shall coordinate with installing Vendor for exact date of delivery. Vendor is responsible for storage of units until they are delivered.

C. All fan coil units shall shipped to the job site with duct and pipe connections sealed with plastic to prevent accumulation of dirt and debris. Fan coil units not protected and installed in this manner will be rejected and replaced at the vendor's expense.

D. Units shall be delivered completely factory assembled, tested and shipped as one piece.

2.2 WARRANTY

Manufacturer shall warranty unit and factory packaged controls for eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever comes first. Warranty will be limited to manufacturer's defects on parts.

2.3 MANUFACTURER:

Furnish Enviro-Tec Fan Coil Units per the attached Fan Coil Unit Schedule. Equal units by Trane and Rittling will be accepted. All units shall be capable of meeting or exceeding the scheduled capacities for cooling, heating and air delivery.

2.4 Units shall be ETL listed in compliance with UL/ANSI Standard 1995, and be certified as complying with the latest edition of ARI Standard 440.

2.5 CONSTRUCTION (Vertical Console Units):

A. All unit chassis shall be fabricated of heavy gauge, chromate coated galvanized steel panels able to meet 125-hour salt spray test per ASTM B-117. All exterior panels shall be insulated with elastomeric closed cell foam insulation conforming to UL 181 for erosion and NFPA 90A for fire, smoke, and melting, and carry a 25/50 Flame Spread and Smoke Developed Rating per ASTM E-84 and UL 723. Insulation shall comply with Antimicrobial Performance Rating of zero, no observed growth, per ASTM G-21. Fiberglass insulation will not be acceptable.

B. Vertical Console cabinet to be provided with flat top. Provide cabinet with special extended end pocket on one end to facilitate installation of piping packages. The opposite end pocket of the console unit is intended for power wiring and controls. Provide console units with optional false back kit for field installation. Kit shall ship loose for field assembly. False backs are intended for routing of hot water runout piping.

C. Vertical Console Cabinet (including false back kit) shall be finished with a heat cured anodic acrylic powder paint of the standard factory color. Paint shall exceed 500 hour salt spray test. Color shall be Enviro-Tec Pearl White. Cabinet shall have bottom removable return grille option. Cabinet shall have linear bar supply grille option. Provide heavy gauge front panel.

2.6 CONSTRUCTION (Horizontal Concealed Units):

A. All concealed units shall have a minimum 1-1/2" duct collar on the inlet and discharge.

B. Unit mounting shall be by hanger brackets provided at four locations. Hanger brackets shall include rubber grommet isolators with brass eyelets for threaded rod.

2.7 FINISH: All exterior panels shall be finished on both sides with an anodic acrylic powder paint of the standard factory color, baked at 350EF for 1 hour. The finish must be able to meet 500 hour salt spray test per ASTM D-117 without creepage, blistering or deterioration of film. The finish must also be able to meet 250 hour water immersion test per ASTM-870 and 50 inch pound reverse impact cracking test per ASTM D-2794. The pencil hardness shall be HB to H.

2.8 SOUND: Units shall have published sound power level data tested in accordance with ARI Standard 350-86.

2.9 FAN ASSEMBLY:

A. Unit fan shall be a dynamically balanced, forwardly curved, DWDI centrifugal type constructed of 18 gauge zinc coated galvanized steel for corrosion resistance. Motors shall be high efficiency, permanently lubricated sleeve bearing, permanent splitcapacitor type with UL and CSA listed automatic reset thermal overload protection and three separate horsepower taps. Single speed motors are not acceptable.

B. The fan assembly shall be easily removable for servicing the motor and blower at, or away from the unit. The entire fan assembly shall be able to come out of the unit by removing two screws and unplugging the motor.

C. Devices used to energize and de-energize (switch) fan speeds must be totally silent. Magnetic, mercury, and/or quiet relays and/or contactors are not acceptable.

2.10 COILS:

A. All cooling and heating coils shall optimize rows and fins per inch to meet the specified capacity. Coils shall have seamless copper tubes and shall be mechanically expanded to provide an efficient, permanent bond between the tube and fin. Copper tube wall shall be 0.025. Fins shall have high efficiency aluminum surface optimized for heat transfer, air pressure drop and carryover.

B. All coils shall be hydrostatically tested at 450 PSIG air pressure under water, and rated for a maximum of 300 PSIG working pressure at 200°F.

C. Cooling Coil casing shall be fabricated from 304 Stainless Steel.

D. All coils shall be provided with a manual air vent fitting to allow for coil venting.

E. Cooling and heating coils shall be in separate coil casings and have a minimum 2" gap between them and 1-1/2" of clearance on the entering and leaving air sides to allow access from bottom of unit for cleaning when the drain pan is removed. Common tube sheets and coil casing are not acceptable. Water coils on concealed models shall be field reversible for right, left or opposite side connections. All coil connections shall be threaded for Contractor to add unions.

F. Heating coils shall be furnished in the reheat position.

2.11 DRAIN PANS:

A. Provide a single wall primary drain pan constructed entirely of heavy gauge stainless steel for superior corrosion resistance. Drain pans shall be of one-piece construction and be positively sloped for condensate removal. Drain pans on concealed models shall be field reversible for right or left hand connections.

B. The drain pan shall be externally insulated with a fire retardant, closed cell foam insulation. The insulation shall carry no more than a 25/50 Flame Spread and Smoke Developed Rating per ASTM E-84 and UL 723 and an Antimicrobial Performance Rating of 0, no observed growth, per ASTM G-21.

C. Drain pan shall be provided with factory mounted overflow switch

D. Provide an auxiliary drip tray under valve package per detail on plans. Auxiliary drip pan shall be constructed of stainless steel. Components shall be installed so that the chilled water packages sit over auxiliary drip pan.

2.12 FILTERS:

All vertical console units shall be furnished with a minimum 1" pleated filter (MERV 8). Filters shall be tight fitting to prevent air bypass. Horizontal concealed units shall have ceiling mounted filter return air grilles.

2.13 ELECTRICAL:

A. Units shall be furnished with single point power connection. Provide an electrical junction box with terminal strip for motor and other electrical terminations. The factory-mounted terminal-wiring strip shall be an integral part of the ETI BC-06 Control board with integral control transformer and 3-speed relays. Provide toggle disconnect switch.

B. Provide a hinged electrical enclosure in the bottom of the unit for easy access to all electrical components, terminal blocks, BC06 control board and wiring. DDC Controller shall also be factory installed in this enclosure.

2.14 PIPING PACKAGES:

- A. Provide factory piping package components for all fan coil units. Piping packages shall consist of following:
1. Chilled Water Supply: ball valve, strainer with blowdown valve, P/T's, and union connection
 2. Chilled Water Return: union connection, PIC control valve (provided by JCI), P/T's, and ball valve
 3. Hot Water Supply: ball valve, strainer with blowdown valve, P/T's, shutoff valve, and union connection
 4. Hot Water Return: union connection, 2-way control valve (provided by JCI), flow control valve (AutoFlo), P/T's and ball valve.

Piping packages shall be provided for field installation.

2.15 CONTROLS

A. Provide horizontal concealed units and vertical console units with a wall-mounted temperature sensor and unit mounted direct digital controller furnished by Johnson Controls, Inc. The controller shall be a JCI field equipment controller (FEC). The sensor shall include an integral speed controller. Fan Coil Unit (FCU) manufacturer shall provide, install and wire any and all controls required to accomplish the FCU sequence of operation specified per the following table:

Control Device	Supplied By:	Installed By:	Wired By:
DDC Controller	Controls Contractor	FCU Manufacturer	FCU Manufacturer
Space Sensor	Controls Contractor	Controls Contractor	Controls Contractor
Fan Speed Controller	Controls Contractor	Controls Contractor	Controls Contractor
Control Valves	Controls Contractor	Mechanical Contractor	Controls Contractor
Discharge Air Sensor	Controls Contractor	Controls Contractor	Controls Contractor
Control Transformer	FCU Manufacturer	FCU Manufacturer	FCU Manufacturer
Fan Speed Isolation Relays	FCU Manufacturer	FCU Manufacturer	FCU Manufacturer
Drain Pan Float Switch	FCU Manufacturer	FCU Manufacturer	FCU Manufacturer
Controller Enclosure	FCU Manufacturer	FCU Manufacturer	Not Applicable

Notes:

- 1) FCU shall be furnished completely ready for field termination of space sensor, speed switch and control valves and discharge air sensor
- 2) Control devices specified to be provided by Controls Contractor but installed by manufacturer shall shipped direct to manufacturer for factory installation
- 3) Manufacturer to wire DDC controller per wiring diagram provided by Controls Contractor.

PART 3 - EXECUTION (BY CONTRACTOR)

3.1 Installing Contractor shall mount horizontal concealed units above acoustical tile ceiling as recommended by the fan coil unit manufacturer. Provide rubber vibration isolator pads. Hold unit high enough for positive condensate flow back to riser in chase. Mount unit level.

3.2 Automatic Temperature Controls installing sub-contractor shall include mounting, wiring and terminations. Fan coil unit controller shall be field programmed by Automatic Temperature Controls installing sub-contractor. Modifications to the factory controls such as adding relays, contactors, etc. will not be allowed without approval of the Owner and Engineer.

3.3 Installing Contractor shall provide additional supports/ wire hangers as necessary to support piping packages from structure. Coil connections shall not support entire weight of piping packages.

3.4 Installing Contractor shall field cut openings in the side of horizontal concealed fan coil units for runout piping connection as recommended by fan coil unit manufacturer.

3.5 Installing Contractor shall pipe coils per detail on drawings.

3.6 Installing Contractor shall connect to condensate drain connection to fan coil unit and pipe to condensate main as shown on the floor plans. Condensate drainpipe shall be 1" type L copper, insulated per specifications.

3.7 Installing Contractor shall install fan coil units per manufacturer's printed installation instructions.

END OF SECTION 23 82 19

SEE ATTACHMENT 1 FOR DRAWINGS

NOTE: Once Contract is awarded, the Vendor will have ten (10) days to submit shop drawings/submittals to Engineer.

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

QUALITY – NEW (JAN 2006): All items must be new.

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT –GENERAL (MAR 2015): You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of 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]

MINORITY PARTICIPATION (JAN 2006)

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.)

SUBMITTING REDACTED OFFERS: 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, and (ii) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copy must be identical to your original offer.

V. Qualifications

QUALIFICATION 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]

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]

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit 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]

VI. Award Criteria

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERNS (JANUARY 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated

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.

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 clarifications [11-35-1520(8)] or 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 complimentary. 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.

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.

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.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 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.

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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

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.

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.

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.

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.

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.

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 therefore. 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.

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.

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.

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.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

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.

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

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]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisi

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately

correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the contractor agrees to take all necessary steps to insure compliance with the requirements outlined above.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venture 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.

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]

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

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 Procurement Officer shall 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.

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE –

Item	Qty/ UM	Description	Unit Price	Extended Price	Mfg./ Product #	RVP	USEP	SCEP
1	LOT	Furnish and Deliver Mechanical Equipment for USC's Leiber College as described in Section III. Scope of Work/Specifications.	\$			_____	_____	_____

Shipping Charges (if applicable): \$_____

TOTAL PRICE: _____

Delivery: _____ Days ARO

NOTE: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2) 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.

IX. ATTACHMENTS TO SOLICITATION

1. ATTACHMENT I – DRAWINGS – (SEE SECTION III. – SPECIFICATIONS/SCOPE OF WORK)
2. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY
3. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
4. OFFEROR'S CHECKLIST

**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING****I. Mail to: The company or individual you are contracting with.**

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

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____
4. Federal Employer Identification Number (FEIN): _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue:
 Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

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

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

If Corporate officer, state title: _____

 (Name - Please Print)

**INFORMATION
NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT**

**Submit this form to the company or individual you are
contracting with. Do not submit this form to South Carolina
Department of Revenue.**

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

III. REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 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.

Our Internet address is: **www.dor.sc.gov**

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/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 BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/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-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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