



## Request for Proposals

Solicitation Number: USC-RFP-3643-DG  
 Date Issued: July 30 2020  
 Procurement Officer: Dennis Gallman  
 Phone: 803-777-4115  
 E-Mail Address: [gallmand@mailbox.sc.edu](mailto:gallmand@mailbox.sc.edu)  
 Mailing Address: 1600 Hampton Street; Ste 606  
 Columbia, SC 29208

DESCRIPTION: Provide Water Treatment Services for University of South Carolina Upstate Campus

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

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
 University of South Carolina – Consolidated Services  
 925 Gadsden Street, Attention Bid Clerks  
 Columbia SC 29208

PHYSICAL ADDRESS:  
 University of South Carolina – Consolidated Services  
 925 Gadsden Street, Attention Bid Clerks  
 Columbia SC 29208

**Solicitation Openings and Closing will be limited to teleconference only: Telephone 800-765-1965/Access code 777 7162**

SUBMIT OFFER BY (Opening Date/Time): **August 18, 2020 at 11:00 AM (EST)** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **August 7, 2020 at 11:00 AM (EST)** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: 1 (one) Original Hard Copy each for Technical & Price Proposals;  
 1 (one) Digital versions of technical proposal on USB drive;  
 1 (one) Digital version of Price Proposal on USB Drive; and  
 1 (one) each Digital version(s) of redacted Technical & Price proposal on USB Drive

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

LOCATION: **Not Applicable**

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

AWARD &  
 AMENDMENTS

Award will be posted on **09/1/2020**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: [https://sc.edu/about/offices\\_and\\_divisions/purchasing/index.php](https://sc.edu/about/offices_and_divisions/purchasing/index.php)

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of forty (40) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

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.

(full legal name of business submitting the offer)

AUTHORIZED SIGNATURE

DATE SIGNED

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

TITLE

STATE VENDOR NO.

(business title of person signing above)

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

STATE OF INCORPORATION

(printed name of person signing above)

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

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

Sole Proprietorship     
  Partnership     
  Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)     
  Corporation (tax-exempt)     
  Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension _____
	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)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address ( <b>check only one</b> )	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address ( <b>check only one</b> )

<b>ACKNOWLEDGMENT OF AMENDMENTS</b>							
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 (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(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 Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for 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**

- Section I. Scope of Solicitation
  
- Section II.A. General Instruction to Offerors
- Section II.B. Special Instruction to Offerors
  
- Section III. Scope of Work/Specs
  
- Section IV. Information for Offerors to submit
  
- Section V. Qualifications
  
- Section VI. Award Criteria
  
- Section VII.A. General Terms & Conditions
- Section VII.B. Special Terms & Conditions
  
- Section VIII. Bidding Schedule/Price Proposal

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (JAN 2006)**

The purpose of this solicitation is to acquire a qualified and experienced Contractor to provide the Water Treatment Service and Chemical Product for the University of South Carolina Upstate.

It is the intent of the University of South Carolina to solicit proposals from qualified and experienced sources of supply to Provide Water Treatment Services and Chemicals Products for University of South Carolina Upstate Campus in accordance with all requirements state herein.

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)**

Start date: **September 1, 2020** End date: **August 31, 2025** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

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

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

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

- AFTER HOURS means all hours NOT during normal business hours to include but not limited to nights, weekends, and holidays.
- AMENDMENT means a document issued to supplement the original solicitation document.
- AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
- BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
- BUSINESS PROPOSAL may be used interchangeably with the term Price Proposal. The Business proposal (Price proposal) shall never be included in the same enclosure or file as the Technical Proposal.
- CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
- CONSTITUENTS means all persons affected by this resulting agreement including persons and entities that have a relationship to any organizational unit of the university system, including but not limited to: students (prospective students, applicants for admission, enrolled students, campus residents, former students, and alumni), employees (faculty, staff, administrators, student employees, prospective employees, candidates for employment, former employees and retirees), and other affiliates (including but not limited to board members, consultants, contractors, donors, invited guests, recipients of goods

and services, research subjects, and volunteers). All Constituents shall be covered under any protections provided in the resulting agreement.

- CONTRACT See clause entitled Contract Documents & Order of Precedence.
- CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
- CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
- COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
- OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
- OFFEROR means the single legal entity submitting the offer. The terms Bidder or Supplier is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
- PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
- PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
- YOU and YOUR means Offeror.
- SOLICITATION means this document, including all its parts, attachments, and any Amendments.
- TECHNICAL PROPOSAL means the Offer. It is the submission that the Offeror provided as a means to present a solution to the Request for Proposal. The Technical Proposal shall never include pricing information; and shall always be submitted in a file or enclosure separate from the Price Proposal.
- STATE means the Using Governmental Unit(s) identified on the Cover Page as The University of South Carolina.
- SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
- US or WE means the using governmental unit.
- USING GOVERNMENTAL UNIT (UGU) means the unit(s) of government identified as such on the Cover Page. UGU may also be referred to as The University of South Carolina, the University, University, or UofSC.
- WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-3]

#### **AMENDMENTS TO SOLICITATION (JAN 2004)**

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

### **AUTHORIZED AGENT (FEB 2015)**

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

### **AWARD NOTIFICATION (May 2019)**

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

### **BID / 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. [02-2A015-1]

### **BID ACCEPTANCE PERIOD (JAN 2004)**

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

### **BID IN ENGLISH & DOLLARS (JAN 2004)**

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

### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

signatory-

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

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

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

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

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

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

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

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

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

#### **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the



Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

#### **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed. [02-2A075-2]

#### **MAIL PICKUP**

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

#### **OMIT TAXES FROM PRICE (JAN 2004)**

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

#### **OPEN TRADE REPRESENTATION (JUN 2015)**

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

#### **PROTESTS (MAY 2019)**

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

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

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

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

## **PUBLIC OPENING (JAN 2004)**

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

## **QUESTIONS FROM OFFERORS (FEB 2015)**

Email questions to: [gallmand@mailbox.sc.edu](mailto:gallmand@mailbox.sc.edu)

Subject line: USC-RFP-3643-DG

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

## **REJECTION/CANCELLATION (JAN 2004)**

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

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

submit a separate cost proposal for each offer, if applicable.

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

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

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

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

#### **SIGNING YOUR OFFER (JAN 2004)**

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

#### **UNIVERSITY OF SOUTH CAROLINA CLOSINGS (JAN 2004) - Modified**

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

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

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION**

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

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

## **TAXPAYER IDENTIFICATION NUMBER:**

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

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

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **CONTENTS OF OFFER (RFP) (FEB 2015)**

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

### **ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015)**

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

### **MAIL PICKUP (JAN 2006)**

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

### **OFFERING BY LOT (JAN 2006)**

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

### **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number nor identity of Offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

### **PROTEST - CPO - MMO ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.state.sc.us ,
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **Scope of Work**

#### **1.0 INTRODUCTION**

The goal of USC Upstate is to establish a successful water treatment program, which can produce clean heat transfer surfaces with a minimum corrosion rate at a reasonable cost. Since service, including operator training, is an essential aspect of a successful treatment program, consideration will be given to the water treatment company's (offeror's) experience, research capabilities, reputation and the experience of the service personnel who will be dedicated to this program. Price of the chemical program will not be the sole determining factor for the selection of the successful treatment company (contractor).

System specifications and operating conditions provided in the solicitation must be used in making your calculations. Bidder is to provide a Single Monthly Fee that will include all services, products and training as outlined in this solicitation.

This specification will become an integral part of the contract to furnish chemicals and services as described herein.

#### **2.0 TREATMENT COMPANY QUALIFICATION**

##### **2.1 Company Experience**

The offeror shall be an organization which has had water treatment as its primary business. The offeror must be regionally established in scope and coverage. The offeror should be actively engaged in water treatment research and chemical treatment product development.

The contractor's service representative must be trained in the following areas; HAZCOM, personal protective equipment, respiratory protection, hearing conservation, transporting hazardous materials, Lockout/Tagout, and chemical safety.

In the event that any contractor service representative is terminated from employment, or reassigned, a contractor's replacement representative of equal or superior qualifications shall be offered (via resume) for USC Upstate approval prior to commencing service.

##### **2.3 References**

In its proposal, the offeror shall submit a list of five (3) present customers, serviced for at least one year. USC Upstate reserves the right to contact or visit customers so listed. At least two (2) of these references should have cooling towers operating in excess of 300 tons, and chilled water system greater than 1,000 tons.

##### **2.4 Service Level and Response Time**

It is desired that all contractor services representatives be permanently housed in the Spartanburg, South Carolina area. A contractor representative shall be able to visit USC Upstate a minimum of twice a month unless otherwise noted in this contract provided at no additional cost. The contractor representatives must be available to USC Upstate on a 24-hour, 7 days per week basis and must be capable of physically responding within two hours after contact. Beeper or mobile cellular phone service must be made available by the contractor.

## **2.5 Health and Safety**

USC Upstate requires that all biocides to be used on property must be registered with the EPA and have an EPA registration number clearly printed on the label. The contractor's service consultants and technicians are required to be trained in the local, state and federal regulations concerning the safe and proper use, storage and disposal of biocides.

All chemicals proposed for use at our facility shall be acceptable for use in Spartanburg, and the State of South Carolina, and must be approved by the Federal Government. Chemicals used for water treatment must comply with all EPA, and DOT requirements, including packaging and labeling.

## **2.6 Material and Safety Data Sheets**

The contractor must be able to provide Material Safety Data Sheets to ensure a safe work environment for USC Upstate personnel and to comply with all state and federal laws concerning the handling of hazardous materials. USC Upstate requires that a Material Safety Data Sheet accompany all first time orders and that the contractor operate a 24-hour, 7 days per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving your products. New Material Safety Data Sheets shall be submitted by the contractor to USC Upstate each time a formulation change is made to a chemical product. All MSDS records will be verified up to date every 3 months and at the renewal of the contract year.

## **2.7 Laboratory Capabilities**

The contractor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting USC Upstate's systems. All laboratory services shall be provided by the treatment company (contractor) at no additional cost. Subcontracted work or the use of independent laboratories is not allowed. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, scale analysis, resin analysis and metallurgical analysis. A tour of the contractor's analytical, research, and productions facilities is required, if requested by USC Upstate. Consulting staff from the contractor's corporate headquarters must be made available for special projects.

## **2.8 Microbiological Testing**

The contractor must have the capability to field test for bacteria and provide results for the plant within 48 hours. Extensive additional Microbiological test for fungi, sulfate-reducers and total aerobic bacteria must be conducted by the contractor on a regular basis

## **2.9 Domestic Water Systems**

To prevent general corrosion and insure the integrity of USC Upstate's domestic water systems for feed water purposes, the successful treatment company (contractor) must have the experience and ability to monitor test and chemically treat these systems as required.

## **2.10 Reagent Capabilities and Test Equipment**

The contractor must be able to provide complete testing and reagent capabilities through its internal equipment/testing organization. The reagents provided will be appropriately labeled, dated to include shelf life or expiration date, and appropriately contained. Contractor's training program, operation and maintenance instructions and procedures shall include use and handling of reagents as well as proper disposal. The contractor as part of this contract will dispose any expired reagents in accordance with Federal, State or local regulations.



All analytical test kits, strips, reagents, scales, glass or plastic ware will be provided by the contractor under the terms of this contract. This includes devices that require calibration for analytical measurements.

### **2.11 Quality Improvement**

USC Upstate is firmly committed to continuously improving the quality of its products and services to its customers.

### **2.12 Program Administration**

Organization is key to a well run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the contractor provide USC Upstate with two (2) operations manuals and a copy on computer disc using Microsoft Word. At the very least, this manual will be indexed and tabbed and must contain an outline of the chemical program to encompass systems prescribed with regards to normal operation, short term shutdown and long term lay-up and shutdown conditions (seasonal and extended maintenance), all chemical control test procedures, Log Sheets, Chemical Analysis Graphs Log (by system), Vendor Product Bulletins, Material Safety Data Sheets, Feed and Control Equipment Specifications and Service Reports and maintenance records.

### **2.13 Product Development and Application Technology**

To insure that USC Upstate is using the safest, most cost effective treatment products and equipment available, the contractor will be required to inform USC Upstate of all new product developments and application technology changes as they occur.

### **2.14 Specialized Analytical and Testing Evaluation Equipment**

The contractor must own and be able to provide boroscope equipment for routine inspections of equipment.

### **2.15 Chemical Deliveries**

All chemicals must be in returnable containers and delivered to the USC Upstate Purchasing Department. Delivery hours are 8:30 am to 3:00 p.m. (typical) and EMERGENCIES- Anytime-at owners request. No drum deliveries will be accepted without agreement from USC Upstate. USC Upstate reserves the right to order quantities as needed.

### **2.16 Subcontractors**

Subcontractors are not to be used in any portion of contractor's service unless expressly approved by USC Upstate

## **3.0 GENERAL REQUIREMENTS AND CONDITIONS**

**Closed Systems tight to our knowledge, except for Health Education Center.**

**The Following chemicals are being used in both the hot and chilled water systems now:**

**Hot Water – Nitrite**

**Chilled Water - Nitrite**

**Cooling Towers – Molybdate, Phosphonate**

**Tonnage of chillers:**

**Hodge 1 - 350 tons**

**Hodge 2 – 450 tons**

**Hodge 3 – 300 tons**

**CASB – 70 tons - Air cooled**

**CLC – 140 tons**

**URC – 136 tons**

**HEC 1 – 300 tons**

**HEC 2 – 261 tons**

**Palmetto House – 202 tons**

**Magnolia House 1 – 140 tons**

**Magnolia House 2 – 140 tons**

**George Dean Johnson Building (see below):**

**SCAC-1 85 tons**

**SCAC-2 85 tons**

**SCAC-1 85 tons**

**Makeup water quantity to hot water systems and chilled water systems are not separately metered.**

In addition to the requirements as defined in 2.0 Treatment Company Qualification the contractor will be required to meet the general requirements and conditions outlines in this section.

### **3.2.1 Service Costs**

The contractor will be required to provide all normal service and monitoring including special services and process simulation studies if required as part of a Monthly Service Fee. The Expected Treatment Services as described in Subsection 4.10 of Section III of the solicitation is the best estimate available of the service requirements, on a system type basis, at the time this document is issued. Service shall include all expected clerical, overhead, laboratory, delivery and training costs.

### **3.2.2 Chemical Products**

All chemical products proposed for use at USC Upstate shall be acceptable for use in the State of South Carolina and must be approved by the Federal government. All chemical products shall comply with all EPA and DOT requirements, including packaging and labeling.

### **3.2.3 Implementation Schedule**

An implementation schedule shall be provided within (4) weeks after contract award. The schedule, developed from site visits, shall identify an expected timetable for service to begin. All site visits during this time period shall be by appointment only.

This schedule will include contractor's training of USC Upstate Personnel, installation of equipment and delivery of chemical, reagents and test equipment, as well as operation manuals identified in this agreement. **There shall be no lapse in USC Upstate's current service.** Contractor shall agree to use all existing chemicals on-site at time of contract award.

## **4.0 SERVICE REQUIREMENTS**

The contractor will be required to meet the service requirements outlines in this section. The following objectives are to be considered as a baseline for chemical treatment service under the duration of this contract.

### **4.1.1. Open Cooling Systems**

The contractor will implement an effective chemical treatment and service program to:

1. Control general corrosion within all open systems to a measurable amount of less than 2.0 mil per year, for carbon and stainless steels. Admiralty and other copper alloys shall be controlled to less than 0.2 mils per year. Corrosion rates shall be measured on site by stand-alone electronic equipment. No coupon sampling shall be permitted.
2. Prevent hardness, silica, or other scale forming deposits in cooling towers heat exchangers or related system components.
3. Control biological and bacterial growths to prevent corrosion and fouling of heat exchangers, cooling towers or related system components. Must have a clearly published company position on Legionella bacteria control.
4. Effectively neutralize, emulsify and or disperse of process fluid contaminants within process cooling systems.

#### **4.1.2. Closed Heating, Chilled, and Cooling Systems**

The contractor will implement an effective chemical treatment and service program to:

1. Control general corrosion within all closed systems to a measurable amount of less than 0.5 mils per year for carbon steel, stainless steel, admiralty, and other copper alloys.
2. Control biological and bacterial growth to prevent corrosion and failing of heat exchangers or related system components.

**NOTE: ABSOLUTELY NO FAILURES CAUSED BY IMPROPER WATER TREATMENT WILL BE ALLOWED**

#### **4.2. General Service Requirements**

The contractor shall check all equipment upon receipt of contract to determine the status and condition of the equipment and shall provide written preliminary recommendations (cleaning and treating) as part of the required Service Plan and Operations Manual Section 4.4.

The contractor shall continuously examine and evaluate the individual treatment program requirements and make recommendations to USC Upstate representatives.

The individual USC Upstate representatives shall have final approval of the water treatment program for each piece of equipment and upon approval, the contractor shall provide the chemicals and be responsible for the implementation of the program.

A minimum of two (2) visits per month will be required unless directed otherwise by USC Upstate representative. Unless otherwise noted during these visits all treatment program testing inspections and USC Upstate operator monitoring shall be completed in accordance with the requirements specified in 4.10 Expected Treatment Services contained at the end of this section.

The contractor may be required to setup and maintain a data management control program on a USC Upstate provided computer for our specific water treatment program. This will include the training of USC Upstate personnel on the use and operation of these type programs.

#### **4.3. Service Representatives**

The contractor shall provide to USC Upstate, a minimum of two (2) qualified and approved service representatives to assist in the testing and monitoring of boilers, chilled and hot water closed systems, HVAC cooling towers, and domestic water systems.

The contractor's service representatives are expected to meet the requirements as previously specified in 2.2 Service Representatives.

All of the requirements as specified in 4.10 Expected Services Requirements, at end of this section must be met. Upon completion of testing, an original log of the test results will be given to USC Upstate representative. All recommendations and changes of chemical products, dosages, feed rates or equipment alterations must be reviewed with and approved by USC Upstate representative.

#### **4.4. Service Plan and Operations Manuals**

USC Upstate shall be provided (2) complete sets of individual manuals for Boiler Water , and Cooling Tower, Chilled Water and Hydronic Systems Treatment, and a copy of these documents on computer disk of the service plan and operations manuals using Microsoft Word. This document is to be developed by the contractor from site visits after contract award. Each manual shall address the systems under this contract and shall be updated every review period.

The manual will be indexed and tabbed and shall address and contain the following:

1. Treatment company contacts (telephone and page numbers).
2. Outline of the site chemical program including preliminary recommendations.
3. Chemical control test procedures and parameters.
4. Operator test log.
5. Chemistry Graphs For Each Component Or System
6. Product data and material safety data sheets.
7. Product bulletins.
8. Service reports.

The service plan operations manual shall be reviewed with each operator (and/or his supervisor) in charge of the chemical treatment programs. Upon presentation of this manual, the contractor's service representative shall assess the need of supplemental operator training classes. It is expected that USC Upstate personnel shall be training accordingly.

#### **4.5. Written Service Reports**

The contractor's service representative shall be required to contact USC Upstate representative at the beginning and conclusion of each visit.

Written service reports shall be given to the responsible USC Upstate personnel at the conclusion of each normal site visit. The service reports shall assess the status of the chemical treatment program, identify any problems and subsequent corrective action required, and clearly indicate the results of all vendor field tests conducted.

#### **4.6. Performance Evaluation and Reviews**

In an effort to assure each chemical treatment program is implemented in a timely manner and is working effectively, performance reviews will be held semi-annually during the term of the contract. The contractor's service representatives shall meet with the designated USC Upstate representatives to present the treatment program's past performance, define and discuss problem areas, implement action plans, and outline the goals and objectives for the next review period. The contractor's service representatives may be requested to be present when chillers, cooling towers and boilers are open for preventive maintenance.

#### **4.7. Operator Training Program**

To insure the success of the treatment program performance objectives, operator training is

essential. The contractor shall conduct semi-annual on-site operator training seminars on the aspects of boiler, cooling water, and wastewater treatment. Published manuals and materials must be available for classroom training use. In addition to the formal classroom program, the contractor's field representative shall work with the operators during service visits to demonstrate water analysis technique and confirm operator performance and treatment log reliability.

The contractor shall also provide on-line, self-paced training courses to USC Upstate personnel, with records of student performance and achievement levels.

Following completion of training, copies of the instruction materials, outlines, and lesson plans will be provided by the contractor for reading and refresher of back shift USC Upstate Personnel. All services and training listed in this document shall be provided by the contractor and included in the contractor's price.

The contractor must be able to provide operator training seminars on site. Contractor's training will include HAZCOM, analytical procedures, operating and maintenance procedures required to handle, operate and maintain the chemicals, inventory, injection systems and records for a viable chemical water treatment program. This training will include MSDS, OSHA and EPA requirements.

All contractor training will be conducted following an approved training plan outline or lesson plan including references. Published training manuals, lesson plans and materials must be available for classroom use by USC Upstate personnel for refresher training- outside of normal training intervals.

USC Upstate requires that contractor must have the capability for on-site analysis of energy efficiency. Boiler efficiency, overall chiller efficiency, condenser efficiency, and evaporator efficiency must be able to be performed by the contractor on a regular basis.

#### **4.8. Results Assurance**

It is expected that application of bidder's program in strict accordance with instructions will result in clean heat transfer surfaces and low corrosion rates. These criteria will be monitored by the contractor and USC Upstate through the use of:

1. Corrosion monitoring with rates not to exceed levels in section 4.1 on mild steel and copper.
2. Chiller efficiency studies utilizing bidders on site computer capability.
3. Laboratory analysis.

Failure of contractor to meet efficiency and corrosion goals will result in immediate contract termination. Ability to monitor these goals is essential.

#### **4.9. Laboratory Service**

The contractor shall provide the services of its research laboratories which will be required when necessary to perform a wide array of analytical work to facilitate the monitoring, control and troubleshooting of USC Upstate's systems. All laboratory services shall be provided by the contractor's own research facilities, unless specifically authorized by USC Upstate. The laboratory service turnaround time shall not exceed 21 calendar days from sample pick up time to report delivery.

#### **4.10 Expected Treatment Services**

**NOTE:**

All water treatment services and analysis will be performed by the contractor with a USC Upstate Representative responsible for the maintenance and operation of the specific system being sampled, tested, treated or analyzed present.

#### **4.10.1 Open Cooling Systems (when operating)**

<u>Activity</u>	<u>Frequency</u>
1. Conductivity, pH, inhibitor, free chlorine residual testing	Bi-Weekly
2. Cooling tower make-up testing	Bi-Weekly
3. Biological testing (dip slides)	Bi-Weekly
4. Visual inspection of cooling tower	Bi-Weekly
5. Check operator controlled water chemistries and log sheets	Monthly
6. Physical check of treatment equipment (pumps, controllers, timers, injection equipment, water meters, valves and piping)	Bi-Weekly
7. Check chemical product inventories	Bi-Weekly
8. Check corrosion rates	Quarterly
9. Visually inspect heat exchangers	Annually
10. Special studies (computer efficiencies, corrotor monitoring, biological optimization, approach temperatures)	Annually

#### **4.10.2 Closed Hot Water/Chilled Water Systems**

<u>Activity</u>	<u>Frequency</u>
1. Inhibitor testing (nitrate, pH, conductivity)	Quarterly
2. Check operator controlled water chemistries and log sheets	Quarterly
3. Physical check of treatment equipment and inventories	Quarterly
4. Biological testing	Quarterly
5. Check corrosion coupons	Quarterly
6. Special studies (efficiencies, corrosion)	As needed

## **5.0 CHEMICAL TREATMENT SPECIFICATIONS AND REQUIREMENTS**

The following specifications are intended as requirements for treatment of Boilers, Open Cooling Towers, Closed Heating and Cooling Systems. The items below will become an integral part of the contractor's service objectives after contract award.

### **5.1 Open Cooling System Product Specifications**

1. All chemicals shall be administered into the system by existing chemical injection feed system at USC Upstate.

2. All chemicals must be in liquid form, unless otherwise approved by USC Upstate.

### **5.2 Open Cooling Systems Product Types:**

The contractor's treatment program must be comprehensive and shall include the integrated use of scale control agents, dispersants, corrosion inhibitors, pH control agents (only if necessary), and biocides/microbiocides.

1. No heavy metals are acceptable as a tracer in cooling towers.

2. Program shall not use acid or any chemical type concentration that will cause or aggravate tower drift to precipitate any compounds that are harmful to persons or property (such as buildings or automobiles located next to the hospital).

3. Scale control, dispersion, and pH control shall be achieved with use of non-toxic organic compounds and/or polymers and without the supplementary use of acid feed.

4. Corrosion inhibitor(s) shall be non toxic organic compounds. Corrosion protection is provided for all metal surfaces encountered in this tower loop system. Bidder shall guarantee to achieve less than 2.0 MPY (mils per year) metal loss for ferrous, less than 0.2 MPY non ferrous metal and surfaces.

5. Microbiocide: microbiological growth control shall limit formation of algae, slime forming bacteria, molds, fungi, and any biological fouling organisms anywhere within the entire treated open loop cooling water system.

6. Continuous feeding of liquid bromine technology oxidizing microbiocides shall be used in conjunction with slug feeding of non-oxidizing biocides to maintain microbiological activity below 500,000 organisms per milliliter of treated cooling water. The non-oxidizing biocides cannot contain carbonates, heavy metals, be cationic, and be non-foaming. Provide dip slides to monitor effectiveness of biocide treatment in (open systems) at each site on a monthly basis.

7. Dispersant: All organic and designed for removal of microbiological growth or oil.

8. Tower Lay-up: All organic water soluble type corrosion inhibitor.

### **5.3 Closed Heating and Cooling Water Recirculating Systems**

1. No heavy metals are acceptable as a tracer in closed systems.

2. Corrosion inhibitors for ferrous and non ferrous metal with pH buffers to protect all different types of metals in the system. Bidder shall guarantee to achieve less than 0.5 MPY (mils per year) metal loss for non ferrous and for ferrous metals and surfaces.

3. Microbiocide: Non-oxidizing biocides to maintain microbiological activity to zero organisms per milliliter of treated cooling water. The non-oxidizing biocides can not contain carbonates, heavy metals, be cationic, and be non-foaming. Provide dip slides to monitor effectiveness of biocide at each (closed systems) site on a monthly basis.

### 6.0 TREATED SYSTEM SPECIFICATIONS AND OPERATING CONDITIONS

The University of South Carolina Upstate reserves the right to add additional buildings to the contract at any time during the term of the contract as well as remove (delete) any building from the contract. This shall apply to all listed in Item 6.1.

#### 6.1 Heating Hot water Boilers

Building:	Boiler Size:	Boiler Information:
Administration	1.44 MBTUH	Manf: Lockinvar Natural Gas Fired Installed 2007
Campus Life Center	3.08 MBTUH	Manf: Lockinvar Natural Gas Fired Model: CB-N3080 Installed in 1994
Health Education Center Boiler #1		Manf: RayPak  Model: H9-2072B Natural Gas Fired Installed 2008
Health Education Center Boiler #2		Manf: RayPak Model: H9-2072B Natural Gas Fired Installed 2008
Health Education Center Boiler #3		Manf: RayPak Model: H9-2072B Natural Gas Fired Installed 2008
Health Education Center Boiler #4		Manf: RayPak Model: H9-2072B Natural Gas Fired Installed 2008
Health Education Center Boiler #5		Manf: RayPak Model: H9-2072B Natural Gas Fired Installed 2008
Hodge #1	1.43 MBTUH	Manf: Weil-McLain Model: WR8-Q-05 Natural Gas Fired Installed 1970
Hodge #2	3.55 MBTUH	Manf: Cleaver Brooks



		Model: CBH-200-80 Natural Gas Fired Installed 1970
Hodge Arena dehumidification boiler		KBN501-M13 A14H10289669 Lockinvar Installed in 2014
Humanities and Performing Arts	1.90 MBTUH	Manf: Weil-McLain Model: CP1726218 Natural Gas Fired Installed 1990
HPAC-Theater Dehumidification Boiler		Manf: KBN801 Serial: 1604102520785
Library	1.25 MBTUH	Manf: Weil-McLain Model: BGL-1178-WF Natural Gas fired. Installed 1997
Magnolia House #1		Manf: Weil-McLain Model: Natural Gas Fired Installed 2009
Magnolia House #2		Manf: Weil-McLain Model: Natural Gas Fired Installed 2009
Palmetto House #1	1.66 MBTUH	Manf: Peerless Model: LC-09-W-STD- 80PSI Natural Gas Fired Installed 2003
Palmetto House #2	1.66 MBTUH	Manf: Peerless Model: LC-09-W-STD- 80PSI Natural Gas Fired Installed 2003
Smith	6.28 MBTUH	Manf: Cleaver Brooks Model: CB-200-150 Natural Gas Fired Installed 1984
University Readiness Center (National Guard)	2.07 MBTUH	Manf: RayPak Model: H9-2072 Serial: 0203192719 Natural Gas Fired Installed 2003
CASB Boiler		Manf: Weil-McClain Burner: Webster Model: JB1C-07-RM7897C-L.10-L- VL

## SPECIFICATIONS AND OPERATING CONDITIONS

### 6.2 Cooling Towers

#### Hodge Center # 1

Marley Tower, Serial 10062707-B1-NC8405M-12	
Number of hours per day (average)	18 hours
Number of hours per year (average)	5,760 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

#### Hodge Center # 2

Marley Tower, Serial NC5211 GM 142112-001-99	
Number of hours per day (average)	18 hours
Number of hours per year (average)	5,760 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

#### Hodge Center # 3

Marley Tower, Serial 10062707-A1-NC8405M-12	
Number of hours per day (average)	18 hours
Number of hours per year (average)	5,760 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

#### University Readiness Center

Marley Tower, Serial NC 8301C1GM NC-224724-A1	
Number of hours per day (average)	20 hours
Number of hours per year (average)	7000 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

#### Palmetto House Dorm

Marley Tower, Serial 239284-P04F-2003	
Number of hours per day (average)	24 hours
Number of hours per year (average)	8100 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

#### Campus Life Center

Marley Tower, Serial 10167671-A1AQ496M1SAF 2019	
Number of hours per day (average)	18 hours
Number of hours per year (average)	6400 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

#### Health Education Center #1

Evapco Tower, Serial 7-309593	
Number of hours per day (average)	20 hours
Number of hours per year (average)	7200 hours

Normal return water temperature	95° F
Normal supply water temperature	85° F

**Health Education Center #2**

Evapco Tower, Serial 7-309594	
Number of hours per day (average)	20 hours
Number of hours per year (average)	7200 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

**Magnolia House Dorm #1**

Marley Tower, Serial 10007992-A1-AV61032B-09	
Number of hours per day (average)	24 hours
Number of hours per year (average)	8100 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

**Magnolia House Dorm #2**

Marley Tower, Serial 10007992-A1-AV61032B-09	
Number of hours per day (average)	24 hours
Number of hours per year (average)	8100 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

**George Dean Johnson Business School**

Marley Tower, Model SPX, Serial 3247-496B	
Number of hours per day (average)	18 hours
Number of hours per year (average)	6400 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F

**6.3 Chilled Water Systems,**

- Carrier Chiller, Model 23XRV373NQVAA51, Serial Number 0214Q23208 located at the Hodge Building.
- Carrier Chiller, Model 19XR-3-59405, Serial Number 0899J59405 located at the Hodge Building.
- Carrier Chiller, Model 19DK, Serial Number 42847 located at the Hodge Building.
- McQuay Chiller, Model WMC145SBS-ER10, Serial Number STNU1010000178 located at the Campus Life Center.
- Carrier Chiller, Model 30HXC136MY661AA, Serial Number 3208Q16316 located at the University Readiness Center.
- Trane Chiller, Model RTHC1B2F01-10C2L3D2LFVQU0D, Serial Number U03D09942 located at the Palmetto House.
- Carrier Chiller, Model 30HXC261RZ661KA , Serial Number 3607Q07819 located at the Health Education Center.
- Carrier Chiller, Model 23XRV4042NRVAA5 , Serial Number 74631 located at the Health Education Center.
- McQuay Chiller, Model WMC145DSC-ER10, Serial Number STNU090400001 located at the Magnolia House.
- McQuay Chiller, Model WMC145DSC-ER10, Serial Number STNU090400002 located at the Magnolia House.

- SCAC-1 – Trane Model SCWFR8542MOAP230077001010BCHMA131UF4AS, Serial T09613212 located at the George Dean Johnson School of Business.
- SCAC-2 – Trane Model SCWFR8542MOAP230077001010BCHMA131UF4AS, Serial T09613213 located at the George Dean Johnson School of Business.
- SCAC-3 – Trane Model SCWFR8542MOAP230077001010BCHMA131UF4AS, Serial T09613214 located at the George Dean Johnson School of Business.
- Trane Chiller, College of Arts & Sciences Building Model: CGAM 070F2VOC AX02 A1A1 A1HX XA1C1AAX XXXX XA1A 3A10 1XXLX1  
Serial number: V20B79719, No Tower

## 1. Company Experience

A. Offeror is to provide a brief overview of its organization, explaining how it has provided water treatment as its primary business, refer to Item 2.1 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

B. In addition to the above, submit the following information:

- Business name
- Address
- Contact person
- Phone number
- Email address
- Number of full-time service employees
- Number of years in Business providing water treatment as its primary business
- Enclose a copy of firm's annual report or equivalent

## 2. Service Representatives

Identify Primary and Alternate Service Representative bidder will assign to this contract as stated in Item 2.2 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation. Provide the following for each service representative:

### A. Primary Service Representative:

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- School Attended: \_\_\_\_\_
- Years Attended: \_\_\_\_\_
- Degree Obtained: \_\_\_\_\_
- Full Time Employee of Bidder: \_\_\_\_\_ Yes \_\_\_\_\_ No
- Verification of Safety Training: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Documentation of training from a company training / educational program must be included with your submittal.
- Verification of Safety Manual & Regulations: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Copies of the company's safety manual and regulations will be provided with Bid.
- Verification of Qualifications: \_\_\_\_\_ Yes \_\_\_\_\_ No

Provide Resume detailing experience and qualifications required to perform duties as required in this bid.

**B. Alternate Service Representative:**

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- School Attended: \_\_\_\_\_
- Years Attended: \_\_\_\_\_
- Degree Obtained: \_\_\_\_\_
- Full Time Employee of Bidder: \_\_\_\_\_ Yes \_\_\_\_\_ No
- Verification of Safety Training: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Documentation of training from a company training / educational program must be included with your submittal.
- Verification of Safety Manual & Regulations: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Copies of the company's safety manual and regulations will be provided with Bid.
- Verification of Qualifications: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Provide Resume detailing experience and qualifications required to perform duties as required in this bid.

**3. References**

Bidder is to submit a list of three (3) present customers they have serviced for at least one year. Refer to Item 2.3 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation. For each reference submit at a minimum the following information:

- Reference Name
- Address
- Contact Person
- Phone Number
- Email Address
- Brief description of services provided for reference

**4. Service Level and Response Time** - Please list examples of 24-hour coverage and emergency response available. Refer to Item 2.4 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

**5. Health and Safety**

Bidder shall provide a response that he has read item 2.5 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation, understands and will comply.

**6. Material and Safety Data Sheets**

Provide a summary of your Material Safety Data Sheet program; include your emergency phone number and a sample copy of your firm's Material Safety Data Sheet. Refer to Item 2.6 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

**7. Laboratory Capabilities**

Include sample analytical reports as evidence of your firm's laboratory capabilities. Refer to Item 2.7 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

**8. Microbiological Testing**

Please submit a summary of your firm's capability in this area and sample test reports. Refer to Item 2.8 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

## **9. Domestic Water Systems**

Please submit a summary of your firm's capability and experience in this area. Refer to Item 2.9 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

## **10. Reagent Capabilities and Test Equipment**

Bidder shall provide a response that he has read item 2.10 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation, understands and will comply.

## **11. Quality Improvement**

Please provide a summary of your own company's continuous Quality Improvement Program. Include an outline of the quality education, which your firm's employees receive. Refer to Item 2.11 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

## **12. Program Administration**

Bidder shall provide a response that he has read item 2.12 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation, understands and will comply.

## **13. Product Development and Application Technology**

Bidder shall provide a response that he has read item 2.13 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation, understands and will comply.

## **14. Specialized Analytical and Testing Evaluation Equipment**

Please provide evidence of use and ownership of this equipment. Refer to Item 2.14 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation.

## **15. Chemical Deliveries**

Bidder shall provide a response that he has read item 2.15 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation, understands and will comply.

## **16. Subcontractors**

Subcontractors are not to be used in any portion of your service unless expressly approved by USC Upstate. Bidder shall provide a response that he has read item 2.16 of Subsection 2.0 Treatment Company Qualification of Section III of the solicitation, understands and will comply.

## **17. Training**

As stated in Item 4.7 Operator Training of SubSection 4.0 Service Requirements of Section III of the solicitation, please provide a summary of the training your firm can provide to USC Upstate. This training should include, but is not limited to, how to perform tests and monitor chemical program results, how to work safely with chemical products, and general training regarding boiler, cooling, and chiller systems. Samples of published training materials should be included with your bid.

## **18. On-Site Analysis**

USC Upstate requires that water treatment companies must have the capability for on-site analysis of energy efficiency. Boiler efficiency, overall chiller efficiency, condenser efficiency, and evaporator efficiency must be able to be performed on a regular basis. Please submit a summary of your firm's capability in this area.

### **A. Contract Officer Representative**

1. This contract will have a designated Contracting Officer's Representative (COR). The CORs may be changed at any

time by the Using Entity without prior notice to the contractor and without modification to the contract. The CORs are as follows:

Name: Bruce Suddeth  
E-mail: [bsuddeth@uscupstate.edu](mailto:bsuddeth@uscupstate.edu)  
Telephone: 864-503-5500

2. The responsibilities and limitations of the COR are as follows:
  - a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
  - b. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

#### **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. [03-3015-1]

#### **TECHNICAL SUPPORT – INCLUDED (JAN 2006)**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within two hours following request. [03-3075-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

#### **A. File 1 (PDF or Word) Technical Proposal**

Offeror shall provide as a hard copy and digital copies as specified on the cover sheet. Each version shall be submitted as one continuous file which shall be limited to 25 pages TOTAL. Offerors are strongly encouraged to include a redacted version of the Technical proposals. File 1 (Technical Proposal) shall be organized in the following order:

##### **Section 1**    Limit 4 Pages

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###### **Cover Page & Page Two of the solicitation**

Company information, applicable signatures and acknowledgement of amendments.

The Headers Pages for this solicitation (Cover Sheet and Page Two) is the foundation for the Offeror's bid. Offers must include completed versions of these pages as Section 1 of their official proposal. Sections 2, 3, and 4 (defined below) must be included in the same file as these pages.

##### **Section 2**    Evaluation Criteria 1 –Technicians Qualifications and Experience

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1. The contractor must be able to assign a service representative to this contract plus one authorized alternate. All of the service representatives shall be full-time employees of the contractor. Contractor's Reps shall reside within a radius of the greater Spartanburg area in order to provide quick response to emergency calls.
2. The contractor's representatives must be available to USC Upstate on a 24-hour basis and must be capable of physically responding within two hours after contact.
3. The contractor's representatives shall be familiar with all aspects of industrial water treatment and will be required to perform routine testing and monitoring of boilers, condensate systems, softeners, HVAC cooling systems, low conductivity systems, hot water closed loops, and related systems at The USC Upstate site.
4. USC Upstate requires the contractor's service representatives to have the following minimum requirements:
  - a. Education Level: Bachelor of Science in Chemistry, Chemical Engineering or Related Engineering Discipline is preferred, or the equivalent in knowledge, training, skills, education certifications and work experience.
  - b. **Equivalent knowledge and experience also applies to the ability to conduct/perform water tests, read and analyze results and make the necessary proper adjustments as water conditions dictate. A legible detailed report from each visit is a requirement and shall highlight any required changes or potential pending problems.**
  - c. Water Treatment Work Experience: Contractor's Primary Service Representative - 10 years  
Contractor's Alternate Service Representative - 5 years
  - d. The contractor's service representative must be trained in the following areas; HAZCOM, personal protective equipment, respiratory protection, hearing conservation, transporting hazardous materials, Lockout/Tagout, and chemical safety.



### Section 3 Evaluation Criteria 2 **Service Approach/Company Background**

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1. Provide a brief history and description of the Offeror's organization and a copy of any license or certification or accreditation to do business.
2. Provide a broad perspective on the Offeror's service response time ability.
3. Provide at least three (3) references, at higher education institutions of a similar size that are current clients. Institution name, contact person name, and position/title, phone number, and email address must be included.
4. Provide a detail procedures of Testing Capabilities On and Off site
5. Offeror must include an organizational structure and its ability to provide high-quality customer service.

### Section 4

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#### **Attachments and Additional Items**

Minority Participation Form [04-4015-3] (if applicable- *Do Not Include in page count*)  
Attachments related to qualifications and responsibility (Section V of this solicitation)  
References.

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### Price Proposal

An original and also redacted copy of the Price Proposal shall be submitted separately from the Technical proposals.

- The Price Proposal shall be a separate file. No information shall be placed in the Technical Proposal.
- The original Price Proposal shall be labeled "Price Proposal" and shall include Page 1 of this solicitation.
- The Price Proposal shall include the Pricing and Fee Structure as follows:
  - a. Offeror must outline all service charges and its implementation.
  - b. Offeror must provide the charges for the base monthly/yearly costs.

NOTE: ALL OFFERS must be provided in one (1) continuous file. Digital versions of the file(s) must be organized and submitted in the manner described here-in. [04-4005-1]

**Price will not, be an evaluation factor."**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier’s A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

**MINORITY PARTICIPATION (DEC 2015):**

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

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

[04-4015-3]

## **SUBMITTING REDACTED OFFERS (MAR 2015)**

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

## **V. QUALIFICATIONS**

### **QUALIFICATIONS OF OFFEROR (MAR 2015)**

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

### **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]

## **SUBCONTRACTOR – IDENTIFICATION (FEB 2015)**

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

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA – PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

### **DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### **EVALUATION FACTORS – PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below:

1. **Service Approach/Company Background 75%**
  - Service Response Time 30%**
  - Service Approach / Company Background 25 %**
  - Testing Capabilities On and Off Site 10%**
  - References 10%**
  
2. **Technicians Qualifications and Experience 25%**

Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

[06-6065-1]

#### **UNIT PRICE GOVERNS (JAN 2006)**

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

### **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

#### **BANKRUPTCY - GENERAL (FEB 2015)**

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

#### **CHOICE-OF-LAW (JAN 2006)**

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

#### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your

offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

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

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

#### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

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

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

#### **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

#### **EQUAL OPPORTUNITY (JAN 2006)**

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

### **FALSE CLAIMS (JAN 2006)**

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

### **FIXED PRICING REQUIRED (JAN 2006)**

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

### **NO INDEMNITY OR DEFENSE (FEB 2015)**

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

### **NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

### **OPEN TRADE (JUN 2015)**

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

### **PAYMENT & INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall

Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

#### **PUBLICITY (JAN 2006)**

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

#### **PURCHASE ORDERS (JAN 2006)**

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

#### **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

#### **TAXES (JAN 2006)**

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

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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



## **WAIVER (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

[07-7B025-1]

### **COMPLIANCE WITH LAWS**

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

## **CONFERENCE – PRE-PERFORMANCE (JAN 2006)**

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

## **CONTRACT LIMITATIONS (JAN 2006)**

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

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

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

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

(2) Medical Professional Liability: Professional liability insurance coverage, with a minimum of Two Million Dollars (\$2,000,000.00) each occurrence, and a minimum of Four Million Dollars (\$4,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$500,000 per accident for bodily injury or disease.

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

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

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

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

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

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

[07-7B056-2]

#### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

#### **CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)**

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

#### **CONTRACTOR'S USE OF UNIVERSITY PROPERTY (JAN 2006)**

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

#### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

### **ILLEGAL IMMIGRATION (NOV 2008)**

(An overview is available at [www.procurement.sc.gov](http://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]

#### **INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in

any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

### **LICENSES AND PERMITS (JAN 2006)**

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

### **OWNERSHIP OF DATA & MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

### **PIGGYBACKING**

The University reserves the right to use this contract for additional departments, divisions, and campuses on an as needed basis. While this clause in no way commits any other department, division, or campus to purchase from awarded contractor, nor does it guarantee any additional orders will result, it does allow University-related faculty, staff, and student organizations at their discretion, to utilize the resulting contract and purchase directly from the awarded contractor(s). The terms and conditions shall remain exactly as negotiated in the resulting contract. There shall be no additional contracts signed for additional agreements, rather, the University shall issue a Contract Amendment to add additional location(s). All purchases made by other University organizations shall be understood to be transactions between that organization and the contractor.

### **PRICE ADJUSTMENTS (JAN 2006)**

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor

shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

#### **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least sixty (60) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than sixty (60) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

#### **PRICING DATA – AUDIT – INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

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

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

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

[07-7B212-1]

### **STORAGE OF MATERIALS (JAN 2006)**

Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]

### **TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

### **TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 4 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least sixty (60) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-2]

### **TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 12 months (365 days) prior to the expiration of the then current term. [07-7B250-1]

### **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. The reasons or conditions under which the contract is non-renewable are: (a) in accordance with contract specifications, the entire contract either expires, is terminated, or either party elects not to renew the service on the anniversary date, (b) Contractor fails to provide security measures and/or is not compliant with privacy and/or security standards, (c) failure to adhere to established agreement costs and fees, (d) failure to utilize best practices in the delivery of services and agreed upon documentation, and/or (e) failure to provide satisfactory service ratings from the callers and/or CAP staff.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work



to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### PRICE PROPOSAL (JAN 2006):

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

- The Price Proposal shall be a separate file. No information shall be placed in the Technical Proposal.
- The original Price Proposal shall be labeled “**Price Proposal**” and shall include Page 1 of this solicitation.
- The Price Proposal shall assume that the offer is for one (1) department.
- The Price Proposal shall include the Pricing and Fee Structure as follows:
  - Provide an outline of all service charges and its implementation
  - Provide the charges for the base monthly/yearly costs
  - Provide base cost and the charges that will apply for additional calls.
  - Provide a Price Summary for the Total Potential Value of the entire offer (years 1-5) including implementation and ongoing support for all subsequent years.

Offeror shall propose a **Single Monthly Fee** to provide all services, products and training required in this solicitation. The contractor will be required to provide all normal service and monitoring including special services and process simulation studies if required as part of the Monthly Fee. The Expected Treatment Services as described in item 4.10 of SubSection 4.0 Service Requirements of Section III of the solicitation is the best estimate available of the service requirements, on a system type basis, at the time the solicitation is issued. Service shall include all expected clerical, overhead, laboratory, delivery and training costs.

[08-8015-1]

## **ATTACHMENTS LIST**

The following documents are attached to this solicitation:

- A. Offeror Checklist
- B. Nonresident Tax Notice
- C. References

**Attachment A**  
**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*

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

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'S MANDATORY REQUIREMENTS.
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

[09-9010-1]

## Attachment B

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

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

**Attachment C**

**References**

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

**Reference 1**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 2**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 3**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 4**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 5**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_