

	<b>Invitation For Bids</b>	Solicitation Number	<b>GS-IFB-230094-01</b>
		Date Issued	October 31, 2023
		Procurement Officer	Amy Sabol
		Phone	803/777-2032
		E-Mail	<a href="mailto:SABOLA@mailbox.sc.edu">SABOLA@mailbox.sc.edu</a>

SOLICITATION DESCRIPTION:	<b>Comprehensive Pest Control Services</b>
USING GOVERNMENTAL AGENCY:	UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY (Opening Date/Time):	<b>11/28/2023 at 11:00 AM</b> See "Deadline for Submission of Offer" provision.
QUESTIONS MUST BE RECEIVED BY:	<b>11/08/2023 at 12:00 PM</b> See "Questions From Offerors" provision.
NUMBER OF COPIES TO BE SUBMITTED:	<b>One (1) each online copy OR One (1) each hardcopy with One (1) each USB Drive.</b>
SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:	<a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>
SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:  See "Submitting Your Paper Offer or Modification" provision.	USC Purchasing Department 1600 Hampton St, Suite 606 Columbia, SC 29208

CONFERENCE INFORMATION As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions.	
CONFERENCE TYPE: PREBID  DATE & TIME: <b>11/07/2023 @ 10:00am</b>	LOCATION: Please request a link to the preproposal conference by contacting <a href="mailto:SABOLA@mailbox.sc.edu">SABOLA@mailbox.sc.edu</a>
AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 12/08/2023. The award, this solicitation, and any amendments will be posted at the following web address: <a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>

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

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.

NAME OF OFFEROR (Full legal name of business submitting the offer)	USC SUPPLIER ID or OFFEROR ID
PRINTED NAME (Printed name of person signing below)	TITLE (Business title of person signing)
AUTHORIZED SIGNATURE (Person authorized to submit binding offer)	DATE SIGNED

OFFEROR'S TYPE OF ENTITY: (Check only one.)	(See "Signing Your Offer" provision.)
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Government Entity (federal/state)	
<input type="checkbox"/> Corporate Entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Order Address	

End of COVER PAGE

**PAGE TWO**

**(Return Page Two with your Offer.)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p>_____ Phone Number                      Facsimile</p> <p>_____ E-mail Address</p>
<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause.)</p>          <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.)</p>          <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>

**ACKNOWLEDGMENT OF AMENDMENTS**  
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision.)

Amendment No.								
Amendment Date								

<p><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause.)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>Calendar Days (%)</p>
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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 [procurement.sc.gov/osp/preferences](http://procurement.sc.gov/osp/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 DO NOT APPLY.

<p>____ In-State Office Address same as Home Office Address</p> <p>____ In-State Office Address same as Notice Address (check only one)</p>	<p align="center"><u>Address, if different from Home Office or Notice Address</u></p>
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## **SOLICITATION OUTLINE**

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

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (MODIFIED)**

The purpose of this solicitation is to establish multiple sources of supply that provide labor, supplies, materials, chemicals, baits, traps, and equipment for monthly routine pest control services, termite inspections and control treatments, inspections, and treatments for other wood damaging insects, and to provide termite warranties on select buildings as needed for the University of South Carolina USC. Contractors will provide emergency treatment options as well as Integrated Pest Management Programs, where applicable, upon request. The University reserves the right to use the resulting contract for all USC system institutions. This does not commit the USC system institutions from utilizing the resulting contract nor does it guarantee that all USC system institutions will utilize the resulting contract. [01-1010-1]

IMPORTANT NOTICE: PLEASE NOTE THAT IF YOUR RESPONSE INCLUDES ADDITIONAL TERMS AND CONDITIONS, TAKES EXCEPTION TO ANY TERMS OR CONDITIONS LISTED HEREIN, OR IF YOU QUALIFY YOUR RESPONSE IN ANY WAY, FOR EXAMPLE WITH STATEMENTS LIKE: "THIS IS NOT AN OFFER", YOUR BID WILL BE DETERMINED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION. THIS SOLICITATION IS BEING CONDUCTED VIA THE COMPETITIVE INVITATION FOR BID SOURCE SELECTION METHOD IN WHICH DISCUSSIONS AND NEGOTIATIONS ARE NOT ALLOWED.

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED (MODIFIED)**

Start date:12/08/2023 End date:12/08/2028. 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 one (1) year with four (4) additional one-year renewal options. [01-1040-1]

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

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

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

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

**AUTHORITY** means the State Fiscal Accountability Authority or its successor in interest.

**BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

**CHANGE ORDER** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

**OFFEROR** means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

**PAGE TWO** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

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

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

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work.

**US or WE** means the using governmental unit.

**USING GOVERNMENTAL UNIT** means the unit(s) of government identified as such on the Cover Page.

**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.

**YOU and YOUR** means Offeror.

[02-2A003-3]

#### **AMENDMENTS TO SOLICITATION (JUN 2021)**

- (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: [supplier.ps.sc.edu](http://supplier.ps.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. [02-2A005-2]

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

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

#### **AWARD NOTIFICATION (FEB 2015)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

#### **BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [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- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 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). 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. 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 non responsible. 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. 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 (JAN 2004)**

The University of South Carolina Purchasing Department receives delivery of all mail from the University Postal Services twice daily between 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 (MODIFIED)**

(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]

Email is the preferred method of communicating with the Procurement Officer. Title the "subject line" of your email "GS-IFB-230094-01 Questions".

Email: [sabola@mailbox.sc.gov](mailto:sabola@mailbox.sc.gov)

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

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]

#### **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [www.scemd.org/closings/](http://www.scemd.org/closings/) [02-2A120-3]

#### **DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the

redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

#### **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ONLINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If 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 format and number of copies indicated on the Cover Page. (e) Facsimile or email 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]

**REGISTRATION REQUIRED (MAR 2021)**

You must possess a USC User ID to be able to submit an offer online. To obtain a User ID, visit [supplier.ps.sc.edu](http://supplier.ps.sc.edu) and select "Create an Account." If your firm is already an active Supplier in the university's supplier database, you will choose one of the User ID Request options. If your firm is not a current active Supplier in the university's supplier database, you will choose "New Bidder or Offeror." Upon registration, you will be assigned a User ID which allows you to log into the Supplier Portal. Once logged in, you may (1) maintain your Supplier or Offeror profile and (2) create and submit offers in response to any of the posted Solicitation Opportunities. If you are already registered, you can update your information by selecting Manage Profile on the Supplier Home Page. (Please note that registration with USC does not serve as a substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with those agencies via the website [scbos.sc.gov](http://scbos.sc.gov). Additionally, if your firm is a registered Vendor with the South Carolina Division of Procurement Services, your Vendor ID does not transfer to the University of South Carolina's vendor database, as they are separate financial software systems.)

[02-2A145-2]

**TAXPAYER IDENTIFICATION NUMBER:**

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

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

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

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

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

### **CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)**

Pre-Bid/Proposal Conference Date and Time: November 7<sup>th</sup>, 2023 at 10:00am

Location of Pre-Bid/Proposal Conference: Please request a link to the pre-proposal conference by contacting [SABOLA@mailbox.sc.edu](mailto:SABOLA@mailbox.sc.edu)

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

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

Offers may be submitted for complete lots or for one or more items not within lots. Failure to offer on all items within a single lot will be reason for rejection. [02-2B090-1]

### **ONLINE BIDDING INSTRUCTIONS (MAY 2021)**

(a) You must register as a Bidder or acquire a Supplier User ID before you can submit an offer online.  
(b) Steps for Online Bidding: (1) After signing into the Supplier Portal ([supplier.ps.sc.edu](http://supplier.ps.sc.edu)), choose the Submit Offers tile on the Supplier Home Page. (2) On the USC Purchasing Solicitations page, click on a solicitation to view its details. (3) On the Solicitation Details page, click the "Create Offer" button. (4) Enter offer information, including answering solicitation questions, line responses (such as prices or quantities), and uploading required attachments. (5) Click the "Submit Offer" button to submit your offer for the solicitation. (6) If any of the responses are invalid or missing, you will be prompted to correct or enter the required/missing information. (7) When the offer submission is successful, you will see the Offer Confirmation page. (8) A confirmation of your offer will be e-mailed to the address associated with the User ID that submitted the offer. [02-2B105-2]

### **PROTEST - CPO - SFAA ADDRESS (DEC 2020)**

Any protest must be addressed to the Chief Procurement Officer, State Fiscal Accountability Authority, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us) (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**III. SCOPE OF WORK/SPECIFICATIONS**

The purpose of this solicitation is to establish multiple sources of supply that provide comprehensive pest control services for USC. The Contractor shall furnish all labor, materials, chemicals, baits, traps, equipment insurance, permits, and licenses and/or any special equipment/material needed to inspect and treat for wood damaging insects at the University of South Carolina using properly registered pesticides and in accordance with all requirements stated herein.

**III. DESCRIPTION**

A. The Contractor shall provide services and furnish all labor, supplies, materials, chemicals, baits, traps, equipment insurance, permits, and licenses and/or any special equipment/material needed to provide general monthly pest control services and other services, as needed, to buildings on the University of South Carolina System campuses.

B. The Contractor shall provide services and furnish all labor, supplies, materials, equipment insurance, permits, and licenses and/or any special equipment/material needed to provide specialized pest control services for bed bugs and for the inspection and treatment for Termites and other wood damaging insects at the University of South Carolina System campuses.

C. The Contractor shall ensure that all services are performed using properly registered pesticides and in accordance with all state regulations.

D. The University will designate a Contracting Officer Representative for associated with each subsequent scope of work issued with the purchase orders during the resulting contract for this solicitation. The Contractor shall conduct day-to-day business pertaining to pest issues for specific buildings with the Contracting Officer Representative. The Contractor shall provide emergency phone numbers for the Contracting Officer Representative.

**University of South Carolina (USC) System Campus Addresses:**

<u>USC Upstate</u>	<u>USC Columbia</u>
800 University Way Spartanburg, SC 29303	1600 Hampton Street Columbia, SC 29208

**IV. Monthly Pest Control Services**

**A. Mandatory Contractor Requirements**

1. Contractor shall provide seasonal, monthly, quarterly, annual and emergency services within the scope of work for buildings that are placed under an integrated pest management plan and for facilities, buildings or property that is not covered under a scheduled plan.
2. Contractor shall provide emergency services and one-time treatments on an as needed basis.
3. Contractor shall provide all personnel, parts, materials, supplies, tools, chemicals, equipment, insurance, permits licenses, and fees necessary to provide pest control services in all requested facilities for control and or extermination of the pest listed below.
4. The Contractor shall provide a point of contact specifically for the resulting contract to coordinate all matters pertaining to this contract. The Contractor will provide the name, telephone number, fax number, email address, business cell phone number, business pager number, emergency telephone number and normal working hours of its POC. The Contractor POC shall meet as stated in the specifications to discuss issues related to the contract. It is the responsibility of the Contractor to notify the University Contracting Officer Representative of any changes regarding

the Contractor POC or if the POC will be unavailable for extended periods of time.

5. The Contractor's lead technician, who will be the primary technician for all work performed on System campuses, must have a valid 7A SC Pesticide Applicators license. The Contractor shall ensure that the lead technician submits proof of licensure to the University Contracting Officer Representative prior to performing services.
6. All employees of the Contractor shall be identified by a photograph identification badge and/or uniform readily identifying the worker as an employee of the Contractor's firm. The uniform shall consist of at least a shirt or smock with the Contractor's name and employee's name. If the Contractor's Firm Identification Badges are not available, a temporary identification badge may be obtained through the Contracting Officer Representative. All employees must be identified in accordance with the above at all times while performing work in any University facility.
7. Contractor will respond to service calls for any University of South Carolina System campus facility covered under the resulting contract within two hours of the call being placed during regular business hours of 8:00 A.M. through 5:00 P.M.
8. The Contractor must refer all requests from persons not authorized to do such to the University Contracting Officer Representative. Only the University Contracting Officer Representative can authorize work, including any extra chargeable services.
9. Monthly meetings will be required with the University Contracting Officer Representative and the Contractor's Lead Technician and any University Departmental Liaisons (if designated) to discuss any issues relating to the contract including billing, responding to service calls, on-going pest problems, etc.
10. Inspections shall be conducted monthly to ensure that the pest control measures in place are effectively eliminating the pests from the properties. Individual treatment plans for buildings and structures may be added or deleted at any time according to need or as deemed necessary by the university.
11. Campus aesthetics are of the utmost importance to the University and its Administration. The Contractor shall ensure that all its vehicles are kept in sanitary and good working condition, are well painted and include the Contractor logo and all pertinent markings according to the SC Pesticide Control Act. If at any time while on University property, fuel, motor oil, or other fluids, leak and/or spill from Contractor's vehicle, the driver is to immediately report the incident to the University's Contracting Officer Representative. The Contractor shall be required to respond to complaints regarding these matters within twelve (12) hours of notification. The Contractor shall be responsible for all costs associated with any clean up at no cost to the University.
12. The Contractor shall abide by all City, State and Federal Government regulations regarding pesticide usage, pest management, and wildlife management, including but not limited to the South Carolina Pesticide Control Act.
13. The Contractor shall provide quality, timely service according to the schedules or special requests; notify the University if there are any problems with performing the services of this contract; take action to correct any problems and work with the University to make operations run as smoothly as possible. The Contractors will be expected to make suggestions to the University to reduce the number of complaint pest control calls.
14. Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, brick walls, bollards, curbs, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the Contractor, the damaged/destroyed item shall be repaired or replaced according

to the University's specifications, by the Contractor at no cost to the University.

15. Contracted Pest Management Services: The Contractor will treat as required on a complaint call basis to facilities or buildings that are on Pest Management Plan Service schedules. Treatment shall occur expected on the next regularly scheduled workday after the complaint call is received. All treatments must be performed during business hours observed by the University. The Contractor shall install, if appropriate, bait stations and or monitors. All schedules will be coordinated between University Contracting Officer Representative and the Contractor.
16. Emergency Service: The Contractor shall respond to emergency calls for service within two (2) hours of a service call being placed.
17. The University reserves the right to request that the contractor remove any of its employees from System campuses based upon inappropriate behavior.
18. The Contractor is required to observe all University Parking, State Laws and Regulations, OSHA and Safety Laws while on System campuses.

## **B. General Contractor Requirements and Terms**

1. Household and common pests are defined as: all crawling and flying insects including, but not limited to, crawling ants, flying ants, ticks, bees, hornets and wasps, roaches and cockroaches (all species), crickets, fleas, mites, mosquitoes, silverfish, spiders, stinkbugs, rats and mice, scorpions and spiders, along with the occasional invader.
2. Specialized treatment options for bed bugs shall be made available upon request.
3. Specialized treatment options for termite infestations shall be made available upon request.
4. Interior Treatments shall include authorized chemical applications, baits, and traps.
5. Exterior Protection shall include but is not limited to baited trapping stations placed around the perimeter of the building's structure and in crawl-space access and areas for rats and mice. Exterior chemical applications shall follow guidelines set forth in section II B.
6. Insect Growth Regulators shall be used for pests whose reproductive cycles make it necessary to treat adults, eggs, and larva to eliminate infestation, such as cockroaches, fleas, and bedbugs.
7. Baits shall include but are not limited to gels, pastes, blocks, dusts, and granular baits.
8. Traps may be sticky, snap, or live traps.
9. Direct Contact pesticides shall be used only when necessary and only be administered by a certified Pest Control Technician.
10. Voids, cracks, and crevices such as wall openings, foundation cracks, pipe access areas, cracks in concrete slabs, cracks and gaps between floorboards, floor panels and wall joints, cracks and gaps in sheetrock, paneling and brick shall be included in treatment plans.
11. Fumigation of structures shall take place only after occupants have been given sufficient time to vacate.



### C. Description of Pest Management Methods and Products.

1. Contractor should first strive to use non-chemical control methods such as trapping and pest proofing, followed by chemical controls methods only if non-chemical methods fail. Summarize in your bid nonchemical IPM methods proposed and choose pest management strategies that are:

- a. Least disruptive of natural controls
- b. Least hazardous to human health
- c. Least toxic to non-target organisms
- d. Least damaging to the environment
- e. Most likely to produce a permanent reduction of the pest population
- f. Easiest to carry out effectively
- g. Most cost effective

2. Pest Management Methods: Pest elimination and prevention services shall include spraying pesticides, baiting, setting traps, fumigating, applying granules, dust, and foam, and all other standard pest control methods used to eliminate existing pests and prevent pests from entering buildings or adversely affecting USC property, including building structures, landscaping, and plant life. A service log for all work performed at USC shall be maintained by the Contractor and each service shall be made available for review by USC staff.

- a. Pests to be controlled must include, at a minimum, the following varieties: ants, bats, bedbugs, bees, beetles, centipedes, crickets, earwigs, drain flies, fleas, gnats, hornets, horseflies, house flies, ladybugs, mice, millipedes, moles, mosquitoes, moths, pill bugs, rats, roaches, scorpions, silver fish, spiders, termites, ticks, voles, wasps, water bugs, and yellow jackets. A full listing of pests included in the Contractor's subsequent scope of work will be provided to USC administration after award and prior to the first scheduled service.
- b. Interior Rodent Stations-Interior tin cats or PVC with glue boards shall be placed in highly vulnerable areas inside of structures. Stations will be cleaned and serviced quarterly with glue boards replaced quarterly or more frequently if needed. Records of activity or replacement will be maintained using an approved tracking system.
- c. Exterior Rodent Bait Stations - All exterior rodent bait stations shall be tamper resistant and anchored to a concrete patio block. Stations are to be cleaned and serviced quarterly. Bait shall be replaced quarterly unless there are signs of rodent feeding or damage to bait due to insects, melting or water. Bait stations shall be placed in strategic locations. Records of activity or replacement shall be maintained with an approved tracing system.
- d. Interior Insect Control - Insect control in offices, classrooms, kitchens/kitchenettes, bathrooms, break areas, vending areas, offices, equipment rooms, and common areas shall be serviced on a schedule that will be coordinated between the affected Department, University Contracting Officer Representative and the Contractor.
- e. Exterior Insect Control - An exterior inspection and spot treatment shall be done directly against the building quarterly for crawling insects.
- f. Precautionary Measures - Contractor shall take all necessary precautionary measures during the course of its work to not adversely affect human health and to prevent injury to students, personnel, property, equipment, animals or pets in all locations.

3. Contractor shall control rodents inside buildings only with trapping devices. All such devices shall be concealed from view, being placed in protected areas unaffected by routine cleaning and

other operations. The Contractor shall check trapping devices on a schedule approved by the Contracting Officer Representative. Contractor is responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner, as required by the Contracting Officer Representative.

4. Contractor shall use portable vacuums rather than pesticide sprays for initial cleanouts of cockroach infestation, for swarming (winged) ants and termites, and for control of spiders in webs.

5. Contractor shall use bait formulations as the standard pesticide technology, as approved by the South Carolina's Department of Pesticide Regulation, for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

6. Contractor shall apply all insecticides and baits as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide and/or bait is not visible to a bystander during or after the application process.

7. Contractor shall list U.S. EPA approved pesticide products proposed for use in the program together with the rationale, proposed methods, of use and methods planned to minimize exposure.

8. For each pesticide, Contractor shall list the product name, EPA registration number, pests targeted, and where pesticide will be applied (e.g., indoors, in wall voids, or outside).

9. Desirable Structural or Operation Changes. Contractor shall identify pest-proofing activities or modification of staff operational methods or timing that would improve pest management efforts.

#### **D. Record Keeping Systems.**

1. Contractor shall describe data to be collected and provide a sample monitoring form designed to track data on pest location, populations, harborage, trends in pest populations, status of previously suggested pest exclusion and prevention measures for which facility staff are responsible, and other relevant information.

2. Pest Control Service Reports-Each regularly scheduled service, re-service and emergency service shall have a service report completed for each location and each service. Each service report should be signed at the location by the contractor and University Liaison. Service report shall contain but is not limited to: Name and location of Facility, date of service, time of service, pest control company's tech name and signature, service provided, pesticides used, note of housekeeping issues and any other pertinent information.

3. A detailed inspection and/or service report shall be provided with each and every Contractor visit. The report shall include the building name, technician, what they did, what they saw, what they treated, the amount and chemical applied and exact location (room # or other).

4. Invoices for each service shall be received by the 10th day of the following month. One copy will be mailed to the address provided on the Subsequent Scope of Work for each job.

5. The Contractor shall be required to report (in writing) any occurrences or observations of damage to University property, public relations problems, hazardous conditions, or any work assignment that will not be completed as agreed, immediately to the University's Contracting Officer Representative.

#### **E. Service Specifics**

The Contractor shall ensure that treatments are scaled to the type and level of infestation and priced accordingly.

1. Routine Inspections.

Contractor shall conduct regularly scheduled inspections for pests, establish or collect monitoring traps, and treat facilities for pests as needed. Sticky trap monitors shall be placed in all common areas and checked or replaced at each inspection. Routine inspections shall be scheduled so that Contractor visits each facility twice per year.

## 2. Callback.

For the purpose of evaluating performance under this this resulting contract, a "Callback" is defined as a service call that requires Contractor to return to complete or repair a previously performed service due to Contractor's inability, negligence, or lack of knowledge to perform services.

## 3. Callback Response.

Failure by Contractor to successfully complete a treatment session will result in Callback. The University Contracting Officer Representative shall contact Contractor and notify them of a Callback situation. Callbacks are to be at no charge unless the University Contracting Officer Representative deems work is an emergency service, as defined in Section 1.05(d.) below. Contractor shall respond to Callbacks within twenty-four (24) hours. Contractor shall check in and out with the University Contracting Officer Representative before beginning work and shall ensure that the commencement and completion times for the callback service ticket to treat the problem are entered in the Log Book.

## 4. Service Tickets and Invoicing

Contractor shall provide the following information on the service ticket:

- a. Building Name and System campus
- b. Floor and room Number
- c. Time and date of service
- d. Name of Contractor personnel performing the work
- e. Chemicals used; and
- f. Narrative description of what the technician found and what was done to correct it.

## 5. Invoices shall be provided on Contractor's letterhead and shall include the following:

1. Company address, telephone, and fax numbers.
2. Invoice number
3. Invoice Date
4. Itemized list of services and charges broken down to include
  - a. Date and time of service
  - b. Building name and System campus
  - c. Floor and/or room number
  - d. Description of services/pest addressed
  - e. Cost of treatment

## **F. Emergency Services**

1. Emergency Services are those services directed at urgent pest problems that must be addressed as soon as practical. Emergency Services will typically be services that require one visit per occurrence. They will not include callbacks resulting from other routine services provided under the resulting contract.

2. Emergency Services may occur during regular working hours and/or non-business hours. For the purpose of the resulting contract, regular business hours are defined as 8:00 a.m. through 5:00 p.m.

3. Contractor shall be on-site and addressing emergency problems within three (3) hours of the service call being placed.

4. Contractor may charge an emergency rate for services that fall within non-business hours but must notify the University Contracting Officer Representative that the emergency rate applies before performing the service. In the event that such services cannot be completed within the above stipulated time frame, Contractor shall immediately notify the University Contracting Officer Representative and indicate an anticipated completion date.

## **V. Termite and Wood Damaging Insect Pest Control Services**

### **A. Descriptions**

1. "Termites" include, but are not limited to, Subterranean and Formosan Termites.
2. "Other" Wood-Damaging Insects include, but are not limited to, Carpenter Ants, Carpenter Bees, Powderpost Beetles, Round and Flat-Headed Wood Borers, Horntail Wasps, and all associated larvae.
3. Termite and Wood-Damaging Insect Inspection is defined as the inspection, for evidence of infestation, of each facility covered in this contract.
4. Termite and Wood-Damaging Insect Control or Treatment is defined as the use of properly registered pesticides and/or the use of approved devices to provide adequate levels of protection at the University of South Carolina. System campus buildings shall be protected by a (minimum) two-foot buffer or six inches beyond the drip line around the perimeter of each building, whichever is greater. Treatment shall be once per year as well as on an "as-needed" basis.
5. Remedial Treatment is defined as a repeat treatment of a specific area or facility in response to an ineffective initial treatment. Contractor shall schedule all remedial treatment services within 72 hours of all requests.
6. AutoCAD documents showing the total linear footage, main level and exterior footprints may be made available to the Contractor in the Subsequent Scope of Work upon request.

### **B. As needed and Emergency Termite and Other Wood Damaging Insect Treatment Service**

1. Upon request, for non-warranted inspections and treatments, the Contractor shall provide termite and wood-damaging insect evaluations, inspections and/or treatment services for facilities, selected areas or sites covered under this agreement.
2. At times, emergency inspections of suspected termite infestations and/or treatments may be required of the Contractor, in cases where sudden activity is detected. The Contractor shall have a minimum of 24 hours to respond.
3. The treatment shall comply with all professional standards and applicable laws and be performed using properly registered pesticides in accordance with all state regulations.
4. Treatments shall be performed according to all specifications outlined in this contract.

### **C. Termite Inspection for annual renewal**

1. The Contractor shall inspect any facility that has been deemed necessary for placement under initial treatments and annual inspections. This inspection shall be a standard examination for evidence of wood-damaging insects. The University reserves the right to require the Contractor to periodically re-inspect facilities on an "as-needed" basis to inspect individual facilities when infestation is suspected.

2. Upon completion of said initial treatment, the Contractor shall issue a “wood-damaging insect warranty” for that site. The warranty will permit, for one year from date of issuance, re-treatments as necessary at no additional cost to the University.

4. The inspection must be reported on the most current Official South Carolina Wood Infestation Report Form as published by the Department of Pesticide Regulation. The form for this report shall be furnished by the licensee.

5. The inspection for the Wood Infestation Report must include at a minimum:

- a. A visual inspection of all accessible portions of the interior and exterior of the structure, including crawlspaces, utility areas, and attics.
- b. Careful sounding and probing of all areas where damage is visible.
- c. Representative wood moisture content readings around the interior perimeter of the crawlspace and in the accessible portions of the center of the crawlspace.
- d. The determination of the nature and activity of all visible and accessible wood-damaging insect infestations in the structure.
- e. The determination of the nature and cause of all visible and accessible wood-damaging insect damage in the structure.
- f. The determination of the nature and activity of all wood-damaging fungi, including decay damage whether active or not, present in the structure below the first main level of the structure. The first main level is the first floor above the basement or crawlspace, or the elevated area raised upon pilings. The phrase “below the level of the first main level” also includes the substructure below the first main floor of the building. Decay damage in the upper portions of exterior siding, fascia and trim boards, chimneys, eaves, soffits, and similar areas is beyond the scope of the Wood Infestation Report. Decay damage in the lower portions of exterior doors, door jambs and frames, and similar construction elements, however, must be reported.

6. The Wood Infestation Report is in no way a report of the presence or absence of health-related fungi or conditions conducive to their presence or development in the structure.

7. The Wood Infestation Report must at a minimum disclose:

- a. All inaccessible parts of the structure.
- b. The apparent presence or absence of all visible insect related damage in all accessible areas of the structure. The reporting of a “previous infestation” of a particular insect is not sufficient to meet this requirement to report insect damage.
- c. The apparent presence or absence of all visible active and previous wood-damaging insect infestation in all accessible areas of the structure.
- d. The wood moisture content readings obtained in the substructure, as well as any decay damage, active wood-damaging decay fungi, or excessive moisture conditions in visible and accessible areas below the level of the first main floor. Decay damage must be reported as such.
- e. The specific location and approximate extent of all damages, active infestations, previous infestations, and excessive moisture conditions. These items may be reported as “widespread,” “throughout the substructure,” or in similar terms only if their extent and occurrence justify such broad language.
- f. All damage must be reported whether or not it requires or may require repair or further inspection by another professional. Damage remaining in areas that have previously been repaired must also be reported.

g. All visible (through non-invasive means) infestations and/or damage to items not covered in this contract (including, but not limited to trees, plantings, mulches, fencing, decorative objects, neighboring properties) must be reported by the Contractor to the University to protect University property and determine further course of action.

8. The Wood Infestation Report is not a warranty against future infestation, nor does it place any obligation for the correction of reported damage or infestation upon the applicator or business issuing the report.

9. In determining whether an infestation of insects or decay fungi is active in a structure the Inspectors must fully explain on the reverse of the form the basis for their determination of whether an infestation of insects or decay fungi is or is not active in the structure.

#### **D. Subterranean Control**

The Contractor shall provide the following services:

- 1.. Soil treatment below slab-on-grade for subterranean wood-damaging insects.
- 2.. Soil treatment at interior and exterior of building subterranean wood-damaging insects.

#### **E. Re-Treatment**

1. If inspection identifies the presence of wood-damaging insects, retreat infested areas and re-test (at no additional cost to the University.)
2. Use same toxicant utilized for original treatment.

#### **F. Warranted Service for Termite Treatments**

1. Inspect work annually and report findings in writing to the appropriate University officials.
2. A one-year warranty, (at a minimum) must be included and provided to designated University officials. This warranty entitles the University of South Carolina to re-treatment at no charge during that year. All warranty conditions, including damage policy must be attached and expressly noted.

#### **G. Helpful Resources**

1. South Carolina Pesticide Control Act <http://www.scstatehouse.gov/CODE/t46c013.php>
2. Rules and Regulations for the South Carolina Pesticide Control Act [http://www.clemson.edu/public/regulatory/pesticide\\_regulation/forms/rules\\_and\\_regs\\_dpr.pdf](http://www.clemson.edu/public/regulatory/pesticide_regulation/forms/rules_and_regs_dpr.pdf)
3. National Pesticide Regulations and Information <http://www.epa.gov/pesticides>

### **VI. EXPECTATIONS**

#### **A. General Qualifications**

All Contractors must be Bonded, Insured, and possess Pesticide Applicator Licenses. All Bonds, Insurances and Pesticide Applicator Licenses must be maintained and current through the life of the contract.

#### **B. Contractor's Personnel**

1. The Contractor is responsible for providing all required rental equipment per Subsequent Scope of Work.
2. Each employee of the Contractor shall be identified by photograph identification badge and/or uniform readily identifying the worker as an employee of the Contractor's firm. Each employee must be so identified at all times while performing work in any University facility.

3. Family members and/or friends of the Contractor's firm designated employees are not allowed to accompany them on the job site.
4. Contractor and Contractor Personnel fraternization with University of South Carolina students and personnel is strictly prohibited.
5. Access to any rooms out of the scope of this contract project is STRICTLY prohibited. Random security checks are performed daily.
6. The University is NOT responsible for theft or damage of any Contractor provided items, tools or materials left on the premises.
7. Smoking: The University of South Carolina is a smoke-free campus; all facilities where work is to be performed are nonsmoking buildings. Contractor's employees are prohibited from smoking in all areas while on System Campuses.

### **C. Required Contractor Reporting**

1. Contractor personnel shall report to University of South Carolina designated Point of Contact upon arrival on University property. All work is to be performed according to scheduling unless otherwise approved by the University.
2. Contractor shall provide a Notice of Pest Control Treatment and Consumer Information Sheet at each treatment location as well as to the Director of Environmental Health and Safety for each site prior to any pesticide application.
3. After any interior treatment, when the facility being treated is occupied, Contractor will provide the facility staff with a written statement explaining how long facility staff and users should wait before it is safe to re-enter the treated area (if applicable). If the facility is not occupied, a notice will be placed on the main entrance door to warn facility staff and users not to enter the treated area prior to a specific time when it is safe to enter the facility. The notice will be dated and signed by the Contractor personnel posting the notice.
4. Contractor shall complete and submit to the designee, a service report of all services performed during the site visit.
5. Contractor is responsible for supplying, completing, and submitting all reports required or requested by Federal, State, and/or local ordinances which pertain to any duties contained in the Subsequent Agreement.
6. The Contractor shall furnish any facility, prior to initial application of pesticides, the trade names (if any), and chemical names of the chemicals proposed for use and a label showing the contents, the use strength of the chemical as applied and the antidote thereto. Contractor should furnish the same information each time he/she changes chemicals or products used in the performance of this agreement. This information is required for emergency treatment in the event of ingestion and/or contact with the material by humans. MSDS are also required for each product used by the Contractor.
7. MSDS (2 copies for each product) should be provided to the facility designee prior to use of each chemical product, with application rates, and CAS information for all used/proposed chemical pest control products.

### **D. Subcontracting**

No subcontracting of the work under this agreement will be allowed.

### **E. Quality Control**

1. Notification - Contractor is responsible for insuring proper pest control signage and notification. All application-posting procedures are to be followed, according to State Pesticide Application and State and Federal Right-to-Know statutes.
2. Applications – Contractor must be a company specializing in soil treatment for wood-damaging insect control with five years documented experience.
3. Materials - Contractor must provide certification that toxicants conform to specified requirements of the authorities having jurisdiction.
4. Critical Areas - Areas such as locker rooms, gear rooms, trash rooms, sink rooms, mop rooms, storage areas, libraries, file rooms, telecommunications rooms, electrical/mechanical rooms, toilet rooms, kitchens and loading docks are considered to require concentrated attention. Such areas will receive intensive preventive treatments for the life of the contract.
5. Documentation - Contractor shall maintain a complete treatment log and application record for all properties within the subsequent agreement. These records shall be made available to the University upon request.

#### **F. In-Progress Inspections**

During service performance, the premises covered shall be inspected periodically to determine the effectiveness of the pest management programs in progress. Such inspections shall be jointly made by the University and Contractor representatives and the results of which shall be documented and submitted to the University. The Contractor shall promptly initiate actions to correct all deficiencies found. The University reserves the right to conduct inspections of the termite control program at unannounced times and at unannounced intervals, for evaluation purposes.

#### **G. Structural Modifications**

1. Any modification of any structure covered by this contract shall be implemented and completed by the University.
2. Any penetration or the drilling of access ports to accommodate the treatment of University System facilities must be coordinated so as not to disrupt operations without prior consent. No work is allowed to create friable asbestos or lead-based paint at any location. Any encounter must meet all appropriate governmental policies such as: EPA, OSHA, University of South Carolina rules and regulations as well as all other regulatory authorities for pest operations.

#### **H. Use of Premises**

During the progress of the contract work, the Contractor shall keep the premises free from accumulations of waste materials, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as tools, equipment, machinery, and surplus materials, and leave the site clean and ready for occupancy.

#### **I. Safety and Protection**

1. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.
2. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to the University, and all costs associated are the responsibility of the contractor.



3. The University of South Carolina does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

#### **J. Pesticide Products**

No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the program shall be properly labeled for the control of wood-damaging insects against which they are being used and label instructions shall be strictly followed.

#### **K. Product Changes**

Contractor must advise the University, in writing, of any changes in the pesticides proposed in the original bid submittal. Contractor shall not proceed with any work until written authorization is received from the University.

#### **L. Application of Product**

1. The Contractor shall verify surfaces are sufficiently dry and ready to receive treatment.
2. Beginning of application means acceptance of existing conditions.
3. The Contractor shall ensure that all toxicants are applied in accordance with manufacturer's published instructions. No product shall be used in any manner inconsistent with its labeling. All pesticides used in the wood-damaging insect control program shall be properly labeled for the control of the wood damaging insects against which they are being used and label instructions shall be strictly followed.

#### **M. Hazardous Conditions**

1. The Contractor is required to notify the University immediately of any hazardous conditions and/or damage to University property.
2. The Contractor shall not dispose of any excess pesticide containers, or any other materials contaminated by pesticides at any University location.
3. The Contractor shall ensure that pest control materials or equipment are not stored or kept at any University System campus facility when the operator is not working.

#### **N. Waste Removal**

Contractor shall keep the premises clean on a continual basis, and trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

#### **O. Hours of Service**

1. Service shall be provided yearly during the regular business hours of each building (typically 8:30am until 5:00pm) Monday through Friday. Exterior building treatments may begin as early as 7:00am. On occasion the Contractor may be required to perform service before or after regular business hours, or on non-business days. There will be no additional charge for these services unless agreed upon in writing between the Contractor and the University.
2. The interiors of occupied residential facilities may not be entered earlier than 9:00am. Contractor's personnel requiring entry into any residential facility must be escorted by a university employee at all times.
3. In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, then the entire work shall be rescheduled to a date and time satisfactory to the Contractor and the University. Postponement will not reflect any penalties assessed to the Contractor, nor shall there be any additional cost to the University.

**P. Parking**

1. Parking is available via Service Vehicle Permit through the University Parking Services and is the responsibility of the contractor. The University of South Carolina offers service vehicle parking passes to persons driving company-owned vehicles and who require the use of the vehicle to perform a service for the University community. Further explanation of this policy with costs and maps may be found at Parking website: <http://www.sc.edu/vmps/>
2. Contractor must abide by all University Parking regulations.

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (MODIFIED)**

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]

#### **IV. INFORMATION FOR OFFERORS TO SUBMIT**

##### **INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (MODIFIED)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V.

Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

Bidders Shall Submit the following information with their Bids:

1. Number of years in the pest control business. (A minimum of five years of documented service is required.)
2. Number of service vehicles and employees.
3. Five commercial accounts presently serviced (with telephone number, current e-mail address, contact person and activities/services-treatments performed).
4. Three commercial accounts previously serviced by Bidder (the telephone number, current e-mail address, contact person, and length of contract).
5. Copies of applicable licenses, permits and other documents required by regulatory agencies.
6. Names of proposed products, manufacturers name, and a list of all chemical components, with CAS numbers for each chemical compound. Contractor shall utilize pesticides with as low as volatility and as odor free as possible to prevent odor levels from affecting occupants.
7. Proposed application rates and quantities to be used during any treatment cycle.
8. MSDS sheets for all chemicals being proposed for use under this contract.
9. The names of supervisors and assistants who will be directly responsible for providing services to the University.
10. A copy of the Bidder's termite bond and/or warranty with any and all exceptions expressly noted.
11. A completed insurance form as required in the "Terms and Conditions" (Contractor's Liability Insurance).
12. Written description of proposed treatment plan for all pests covered within the Subsequent Agreement.
13. The Offeror shall submit proof of licensure with the bid submission.
14. A list of 3 to 5 references.

##### **MINORITY PARTICIPATION (DEC 2015)**

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

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

If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes  No

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

## **V. QUALIFICATIONS**

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

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

### **QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)**

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

All Contractors must be Bonded, Insured, and possess Pesticide Applicator Licenses. All Bonds, Insurances and Pesticide Applicator Licenses must be maintained and current through the life of the contract.

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

### **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 TO MULTIPLE OFFERORS (MODIFIED)**

Award may be made to more than one Offeror. Award may be made to up to five Offerors per Lot. [06-6035-1]

### **AWARD BY LOT (MODIFIED)**

Award will be made by complete lot. Award may be made to up to five Offerors per Lot. Offerors shall submit pricing for all items in each Lot. Failure to offer on all items in a Lot will result in rejection of the offer. Offerors are not required to bid on all Lots.

### **CALCULATING THE LOW BID (JAN 2006)**

The low bid (s) per Lot will be the offer(s) containing the lowest "Total Lot Price" in each Lot in Section VIII of this solicitation. [06-6055-1]

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

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

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

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

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

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

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

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

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

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

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

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

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and 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 2021)**

(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" or electronically by Automated Clearing House (ACH) based on bank account information indicated in the Contractor's supplier record. (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. [07-7A055-4]

**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]

**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**

### **BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)**

(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

### **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]

### **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **CONFERENCE – PRE-PERFORMANCE (MODIFIED)**

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, and the University Contracting Officer Representative shall be held at a location selected by the University 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) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

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

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

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

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

### **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]

#### **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]

#### **MATERIAL AND WORKMANSHIP (JAN 2006)**

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

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

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

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

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

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

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

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the 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 ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

**PRICE ADJUSTMENTS - LIMITED BY CPI "OTHER GOODS & SERVICES" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B175-1]

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35- 1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions 32 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]

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

**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(s) 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 (FEB 2021)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 Year(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

**TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term. [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.

(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**

**BIDDING PARAMETERS**

The following Bid Schedule is on a per treatment basis according to per linear foot, structure type and square foot designations.

Qty x Unit Price = Extended Price. Offerors shall submit pricing for all items in each Lot. Failure to offer on all items in a Lot will result in rejection of the offer. Offerors are not required to bid on all Lots.

Buildings for pest control services are listed with their square footage for information purposes in Attachment D.

**Lot 1. Monthly Pest Control Services - Columbia**

A. General Monthly/Scheduled Pest Control Services

Item	Qty	Unit of measure	Description	Unit price	Extended Price
1	1	Linear Foot	Provide a "Per Linear Foot" price for chemical and non-toxic bait method Monthly Pest Control Services for Common Household Pests as outlined in subsection II. of Section III. Scope of Work / Specifications of the solicitation.	\$	

B. Emergency Services

Item	Qty	Unit of measure	Description	Unit price	Extended Price
2	1	Linear Foot	Provide a "Per Linear Foot" price for regular business hours, chemical and non-toxic bait method Emergency Pest Control Services for Common Household Pests as outlined in subsection II, F of Section III. Scope of Work / Specifications of the solicitation.	\$	
3	1	Linear Foot	Provide a "Per Linear Foot" price for Services performed during non-business hours, chemical and non-toxic bait method Emergency Pest Control Services for Common Household Pests as outlined in subsection II, F of Section III. Scope of Work / Specifications of the solicitation.	\$	

C. Specialized Services for Bedbugs

Item	Qty	Unit of measure	Description	Unit price	Extended Price
4	1	Linear Foot	Provide a "Per Linear Foot" price for Emergency Pest Control Services for Bed Bugs as outlined in subsection II, of Section III. Scope of Work / Specifications of the solicitation.	\$	

**Lot 1 Total Price (Total of Lot 1 Extended Prices):** \_\_\_\_\_

**Lot 2. Monthly Pest Control Services - Upstate**

A. General Monthly/Scheduled Pest Control Services

Item	Qty	Unit of measure	Description	Unit price	Extended Price
14	1	Linear Foot	Provide a "Per Linear Foot" price for chemical and non-toxic bait method Monthly Pest Control Services for Common Household Pests as outlined in subsection II. of Section III. Scope of Work / Specifications of the solicitation.	\$	

B. Emergency Services

Item	Qty	Unit of measure	Description	Unit price	Extended Price
15	1	Linear Foot	Provide a "Per Linear Foot" price for regular business hours, chemical and non-toxic bait method Emergency Pest Control Services for Common Household Pests as outlined in subsection II, F of Section III. Scope of Work / Specifications of the solicitation.	\$	
16	1	Linear Foot	Provide a "Per Linear Foot" price for Services performed during non-business hours, chemical and non-toxic bait method Emergency Pest Control Services for Common Household Pests as outlined in subsection II, F of Section III. Scope of Work / Specifications of the solicitation.	\$	

C. Specialized Services for Bedbugs

Item	Qty	Unit of measure	Description	Unit price	Extended Price
17	1	Linear Foot	Provide a "Per Linear Foot" price for Emergency Pest Control Services for Bed Bugs as outlined in subsection II, of Section III. Scope of Work / Specifications of the solicitation.	\$	

**Lot 2 Total Price (Total of Lot 1 Extended Prices):** \_\_\_\_\_

**Lot 3. Termites - Columbia**

A. Non-Warranty Inspections and treatment, Chemical Application

Item	Qty	Unit of measure	Description	Unit price	Extended Price
5	1	Linear Foot	Provide a "Per Linear Foot" price for the non-warranty inspection and treatment of	\$	

			USC properties using a chemical treatment method in accordance with specifications.		
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B. Non-Warranty Inspections and treatment, Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
6	1	Linear Foot	Provide a "Per Linear Foot" price for the non-warranty inspection and treatment of USC properties using a non-toxic bait method in accordance with specifications.	\$	

C. Initial Inspection for Warranty, Chemical Application

Item	Qty	Unit of measure	Description	Unit price	Extended Price
7	1	Linear Foot	Provide a "Per Linear Foot" price for the initial inspection and treatment of USC properties using a chemical treatment method in accordance with specifications.	\$	

D. Initial Inspection for Warranty, Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
8	1	Linear Foot	Provide a "Per Linear Foot" price for the initial inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	

E. Emergency Inspections and treatment, Chemical Application

Item	Qty	Unit of measure	Description	Unit price	Extended Price
9	1	Linear Foot	Provide a "Per Linear Foot" price for emergency inspection and treatment of USC properties using a chemical treatment method in accordance with specifications.	\$	

F. Emergency Inspections and treatment, Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
10	1	Linear Foot	Provide a "Per Linear Foot" price for emergency inspection and treatment of USC properties using a non-toxic bait method in accordance with specifications.	\$	

G. Annual Inspections: Chemical Applications

Item	Qty	Unit of measure	Description	Unit price	Extended Price

11a	1	Linear Foot	Provide a “Per Linear Foot” price for the follow-up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a chemical treatment method in accordance with specifications	\$	
			OR		
11b		Linear Foot	Provide a “Per Crawl Space” price for the follow-up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a chemical treatment method in accordance with specifications	\$	
11c		Linear Foot	Provide a “Per Slab Foundation” price for the follow-up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a chemical treatment method in accordance with specifications	\$	

H. Annual Inspections: Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
12a	1	Linear Foot	Provide a “Per Linear Foot” price for the follow up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	
			OR		
12b	1	Linear Foot	Provide “Per Crawl Space” price for the follow up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	
12c	1	Linear Foot	Provide “Per Slab Foundation” price for the follow up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	

I. Other Wood Damaging Insects

Item	Qty	Unit of measure	Description	Unit price	Extended Price
13	1	Linear Foot	Provide a “Per Square Foot” price for the substructural (crawl space) wood-boring insect treatment services on an as-needed basis.	\$	

**Lot 3 Total Price (Total of Lot 2 Extended Prices):** \_\_\_\_\_

#### Lot 4. Termites - Upstate

##### A. Non-Warranty Inspections and treatment, Chemical Application

Item	Qty	Unit of measure	Description	Unit price	Extended Price
18	1	Linear Foot	Provide a "Per Linear Foot" price for the non-warranty inspection and treatment of USC properties using a chemical treatment method in accordance with specifications.	\$	

##### B. Non-Warranty Inspections and treatment, Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
19	1	Linear Foot	Provide a "Per Linear Foot" price for the non-warranty inspection and treatment of USC properties using a non-toxic bait method in accordance with specifications.	\$	

##### C. Initial Inspection for Warranty, Chemical Application

Item	Qty	Unit of measure	Description	Unit price	Extended Price
20	1	Linear Foot	Provide a "Per Linear Foot" price for the initial inspection and treatment of USC properties using a chemical treatment method in accordance with specifications.	\$	

##### D. Initial Inspection for Warranty, Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
21	1	Linear Foot	Provide a "Per Linear Foot" price for the initial inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	

##### E. Emergency Inspections and treatment, Chemical Application

Item	Qty	Unit of measure	Description	Unit price	Extended Price
22	1	Linear Foot	Provide a "Per Linear Foot" price for emergency inspection and treatment of USC properties using a chemical treatment method in accordance with specifications.	\$	

##### F. Emergency Inspections and treatment, Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
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23	1	Linear Foot	Provide a “Per Linear Foot” price for emergency inspection and treatment of USC properties using a non-toxic bait method in accordance with specifications.	\$	
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G. Annual Inspections: Chemical Applications

Item	Qty	Unit of measure	Description	Unit price	Extended Price
24a	1	Linear Foot	Provide a “Per Linear Foot” price for the follow-up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a chemical treatment method in accordance with specifications	\$	
			OR		
24b		Linear Foot	Provide a “Per Crawl Space” price for the follow-up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a chemical treatment method in accordance with specifications	\$	
24c		Linear Foot	Provide a “Per Slab Foundation” price for the follow-up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a chemical treatment method in accordance with specifications	\$	

H. Annual Inspections: Non-Toxic Bait Method

Item	Qty	Unit of measure	Description	Unit price	Extended Price
25a	1	Linear Foot	Provide a “Per Linear Foot” price for the follow up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	
			OR		
25b	1	Linear Foot	Provide “Per Crawl Space” price for the follow up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	
25c	1	Linear Foot	Provide “Per Slab Foundation” price for the follow up annual (for year 2 and potentially years 3-5) inspection and treatment of USC properties using a tamperproof, non-toxic bait method in accordance with specifications.	\$	

I. Other Wood Damaging Insects

Item	Qty	Unit of measure	Description	Unit price	Extended Price
26	1	Linear Foot	Provide a “Per Square Foot” price for the substructural (crawl space) wood-boring	\$	

			insect treatment services on an as-needed basis.		
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**Lot 4 Total Price (Total of Lot 2 Extended Prices):** \_\_\_\_\_



## **IX. ATTACHMENTS TO SOLICITATION**

### **LIST OF ATTACHMENTS**

The following documents are attached to this solicitation:

- A. Non-Resident Taxpayer Notice
- B. Offeror's Checklist
- C. References
- D. Building Square Footage**

[09-9002-1]

**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

\_\_\_\_\_  
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.

<https://dor.sc.gov/forms-site/Forms/I312.pdf>

[09-9005-5]

**OFFEROR'S CHECKLIST**  
**AVOID COMMON BID/PROPOSAL MISTAKES**

Review this checklist prior to submitting your bid/proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your bid/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.

- Complete and sign 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 bid/proposal to make sure your bid/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 bid/proposal includes a copy of the solicitation cover page.
- Make sure the cover page is signed by a person that is authorized to contractually bind your company.
- Make sure your bid/proposal includes the number of copies requested.
- Check to ensure your bid/proposal includes everything requested.
- If you have concerns about the solicitation, do not raise those concerns in your response. After opening, it is too late. If this solicitation includes a preproposal 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 C**

**References**

Provide a list of three (3 to 5) references, including the name, telephone number and e-mail address.

**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 \_\_\_\_\_

**Attachment D****Columbia Facilities**

<b>SITE</b>	<b>BLDG</b>	<b>DESCRIPTION</b>	<b>ADDRESS</b>	<b>GROSS SF</b>
COLUMBIA	001	JAMES F. BYRNES BUILDING	901 SUMTER STREET COLUMBIA, SC 29208	90,260
COLUMBIA	004	SOUTH CAROLINIANA LIBRARY	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	22,843
COLUMBIA	005	920 SUMTER STREET	920 SUMTER STREET COLUMBIA, SC 29208	8,296
COLUMBIA	006	FLINN HALL	1324 PENDLETON STREET COLUMBIA, SC 29208	10,265
COLUMBIA	007	1321 PENDLETON STREET	1321 PENDLETON STREET COLUMBIA, SC 29208	17,506
COLUMBIA	008	HARPER/ELLIOTT COLLEGE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	26,804
COLUMBIA	009	MAXCY COLLEGE	1332 PENDLETON STREET COLUMBIA, SC 29208	44,662
COLUMBIA	010	MCCUTCHEN HOUSE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	15,782
COLUMBIA	011	DESAUSSURE COLLEGE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	25,459
COLUMBIA	012	THORNWELL & ADMIN ANNEX	1420 PENDLETON STREET COLUMBIA, SC 29208	38,421
COLUMBIA	013	OLD OBSERVATORY	1430 PENDLETON STREET COLUMBIA, SC 29208	797
COLUMBIA	014	OSBORNE ADMINISTRATION	915 BULL STREET COLUMBIA, SC 29208	21,617
COLUMBIA	015	MCKISSICK	816 BULL STREET COLUMBIA, SC 29208	60,523
COLUMBIA	016	HAMILTON COLLEGE	1512 PENDLETON STREET COLUMBIA, SC 29208	59,791
COLUMBIA	017	SLOAN COLLEGE	911 PICKENS STREET COLUMBIA, SC 29208	26,302
COLUMBIA	018	BARNWELL COLLEGE	1512 PENDLETON STREET COLUMBIA, SC 29208	58,623
COLUMBIA	019	PENDLETON STREET GARAGE	1501 PENDLETON STREET COLUMBIA, SC 29208	460,572
COLUMBIA	022	USC SCHOOL OF LAW	1525 SENATE STREET COLUMBIA, SC 29208	197,073
COLUMBIA	027	NATIONAL ADVOCACY CENTER	1620 PENDLETON STREET COLUMBIA, SC 29208	278,603

COLUMBIA	028	TAYLOR HOUSE	1501 SENATE STREET COLUMBIA, SC 29208	20,314
COLUMBIA	028A	GUIGNARD HOUSE	1527 SENATE STREET COLUMBIA, SC 29208	4,354
COLUMBIA	028B	GUIGNARD HOUSE ANNEX	1527 SENATE STREET COLUMBIA, SC 29208	483
COLUMBIA	029	1600 HAMPTON STREET	1600 HAMPTON STREET COLUMBIA, SC 29208	261,982
COLUMBIA	029A	1600 HAMPTON STREET ANNEX	1415 HENDERSON STREET COLUMBIA, SC 29208	31,872
COLUMBIA	029B	1600 HAMPTON STREET GARAGE	1600 HAMPTON STREET COLUMBIA, SC 29208	91,921
COLUMBIA	030	KIRKLAND APARTMENTS	1611 PENDLETON STREET COLUMBIA, SC 29208	14,648
COLUMBIA	031	SENATE STREET GARAGE	1025 HENDERSON STREET COLUMBIA, SC 29208	235,771
COLUMBIA	033	MCMASTER COLLEGE	1100 PICKENS STREET COLUMBIA, SC 29208	80,912
COLUMBIA	034	819 BARNWELL STREET	819 BARNWELL STREET COLUMBIA, SC 29208	4,375
COLUMBIA	036	CLOSE-HIPP BUILDING	1705 COLLEGE STREET COLUMBIA, SC 29208	341,014
COLUMBIA	036A	CLOSE-HIPP GARAGE	1705 COLLEGE STREET COLUMBIA, SC 29208	78,842
COLUMBIA	038	BARRINGER HOUSE	1731 COLLEGE STREET COLUMBIA, SC 29208	7,093
COLUMBIA	039	CAPSTONE	902 BARNWELL STREET COLUMBIA, SC 29208	184,541
COLUMBIA	040	COLUMBIA HALL	918 BARNWELL STREET COLUMBIA, SC 29208	121,742
COLUMBIA	042	SPIGNER HOUSE	915 GREGG STREET COLUMBIA, SC 29208	9,680
COLUMBIA	043	GIBBES COURT APARTMENTS	11 & 13 GIBBES COURT COLUMBIA, SC 29208	3,464
COLUMBIA	044	1723 GREENE STREET APARTMENTS	1723 & 1727 GREENE STREET COLUMBIA, SC 29208	5,044
COLUMBIA	045	1718 COLLEGE STREET	1718 COLLEGE STREET COLUMBIA, SC 29208	4,660
COLUMBIA	046	1716 COLLEGE STREET	1716 COLLEGE STREET COLUMBIA, SC 29208	6,397
COLUMBIA	047	1710 COLLEGE STREET	1710 COLLEGE STREET COLUMBIA, SC 29208	5,058
COLUMBIA	048	820 HENDERSON STREET	820 HENDERSON STREET COLUMBIA, SC 29208	9,113
COLUMBIA	049	814 HENDERSON STREET	814 HENDERSON STREET COLUMBIA, SC 29208	5,733

COLUMBIA	050	816 HENDERSON STREET	816 HENDERSON STREET COLUMBIA, SC 29208	8,972
COLUMBIA	051	GAMBRELL HALL	817 HENDERSON STREET COLUMBIA, SC 29208	135,880
COLUMBIA	052	ENERGY FACILITY EAST	801 HENDERSON STREET COLUMBIA, SC 29208	23,642
COLUMBIA	053	1719 GREENE STREET	1719 GREENE STREET COLUMBIA, SC 29208	3,120
COLUMBIA	054	JOHN WELSH HUMANITIES BUILDING	1620 COLLEGE STREET COLUMBIA, SC 29208	70,784
COLUMBIA	055	HUMANITIES CLASSROOM BUILDING	1614 COLLEGE STREET COLUMBIA, SC 29208	59,979
COLUMBIA	056	WILLIAMS-BRICE BUILDING	1621 GREENE STREET COLUMBIA, SC 29208	82,642
COLUMBIA	057	1714 COLLEGE STREET	1714 COLLEGE STREET COLUMBIA, SC 29208	8,175
COLUMBIA	057A	1714 COLLEGE STREET ANNEX	1714 COLLEGE STREET COLUMBIA, SC 29208	570
COLUMBIA	058	1728 COLLEGE STREET	1728 COLLEGE STREET COLUMBIA, SC 29208	5,056
COLUMBIA	059	COLLOQUIUM	817 HENDERSON STREET COLUMBIA, SC 29208	4,960
COLUMBIA	060	LECONTE COLLEGE	1523 GREENE STREET COLUMBIA, SC 29208	77,103
COLUMBIA	061	PETIGRU COLLEGE	1521 GREENE STREET COLUMBIA, SC 29208	30,308
COLUMBIA	062	DAVIS COLLEGE	1501 GREENE STREET COLUMBIA, SC 29208	22,962
COLUMBIA	063	MELTON OBSERVATORY	1429 GREENE STREET COLUMBIA, SC 29208	1,639
COLUMBIA	064	PRESTON GREENHOUSE	1405 GREENE STREET COLUMBIA, SC 29208	1,526
COLUMBIA	065	WOODROW COLLEGE	1415 GREENE STREET COLUMBIA, SC 29208	33,700
COLUMBIA	066	CURRELL COLLEGE	1305 GREENE ST, ACCESS HORSESHOE COLA, SC 29208	21,470
COLUMBIA	067	RUTLEDGE COLLEGE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	25,482
COLUMBIA	068	CURRELL ANNEX	1305 GREENE ST, ACCESS HORSESHOE COLA, SC 29208	2,584
COLUMBIA	069	PRESIDENT'S HOUSE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	13,926

COLUMBIA	069A	PRESIDENT'S HOUSE ANNEX	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	1,094
COLUMBIA	070	PRESTON COLLEGE	1323 GREENE STREET COLUMBIA, SC 29208	66,093
COLUMBIA	072	LEGARE/PINCKNEY COLLEGE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	25,234
COLUMBIA	074	LIEBER COLLEGE	902 SUMTER ST, ACCESS HORSESHOE COLA, SC 29208	10,445
COLUMBIA	076	SCHOOL OF JOURN & MASS COMM	800 SUMTER STREET COLUMBIA, SC 29208	56,934
COLUMBIA	076A	SJ&MC STUDIO BUILDING	820 SUMTER STREET COLUMBIA, SC 29208	1,345
COLUMBIA	078	DRAYTON HALL	1214 COLLEGE STREET COLUMBIA, SC 29208	20,829
COLUMBIA	080	WARDLAW COLLEGE	820 MAIN STREET COLUMBIA, SC 29208	88,834
COLUMBIA	084	CAROLINA COLISEUM	701 ASSEMBLY STREET COLUMBIA, SC 29208	410,008
COLUMBIA	084A	ATHLETIC PRACTICE FACILITY	1051 BLOSSOM STREET COLUMBIA, SC 29208	31,212
COLUMBIA	085	SCIENCE AND TECHNOLOGY BUILDING	1112 GREENE STREET COLUMBIA, SC 29208	195,816
COLUMBIA	085A	TUNNEL ELEVATOR A	1112 GREENE STREET COLUMBIA, SC 29208	200
COLUMBIA	085B	TUNNEL ELEVATOR B	1112 GREENE STREET COLUMBIA, SC 29208	321
COLUMBIA	086	KOGER CENTER	1051 GREENE STREET COLUMBIA, SC 29208	143,070
COLUMBIA	086A	SCHOOL OF MUSIC	813 ASSEMBLY STREET COLUMBIA, SC 29208	111,241
COLUMBIA	088	SUMWALT COLLEGE	1212 GREENE STREET COLUMBIA, SC 29208	83,233
COLUMBIA	089	EARTH & WATER SCIENCE BUILDING	1217 DEVINE STREET COLUMBIA, SC 29208	82,846
COLUMBIA	090	JONES PHYSICAL SCIENCES CENTER	712 MAIN STREET COLUMBIA, SC 29208	192,596
COLUMBIA	091	1215 DEVINE STREET	1215 DEVINE STREET COLUMBIA, SC 29208	5,671
COLUMBIA	100	COKER LIFE SCIENCES	715 SUMTER STREET COLUMBIA, SC 29208	185,993
COLUMBIA	101	LONGSTREET ANNEX	700 SUMTER STREET COLUMBIA, SC 29208	20,698



COLUMBIA	102	LONGSTREET THEATRE	1300 GREENE STREET COLUMBIA, SC 29208	33,742
COLUMBIA	103	THOMAS COOPER LIBRARY	1322 GREENE STREET COLUMBIA, SC 29208	283,595
COLUMBIA	103A	HOLLINGS SPECIAL COLLECTIONS LIB.	614 SUMTER STREET COLUMBIA, SC 29208	51,433
COLUMBIA	106	MCBRYDE QUADRANGLE A	1309 BLOSSOM STREET COLUMBIA, SC 29208	13,949
COLUMBIA	107	MCBRYDE QUADRANGLE B	1311 BLOSSOM STREET COLUMBIA, SC 29208	12,742
COLUMBIA	108	MCBRYDE QUADRANGLE C	1313 BLOSSOM STREET COLUMBIA, SC 29208	13,943
COLUMBIA	109	MCBRYDE QUADRANGLE F	611 MARION STREET COLUMBIA, SC 29208	13,964
COLUMBIA	110	MCBRYDE QUADRANGLE G	613 MARION STREET COLUMBIA, SC 29208	13,450
COLUMBIA	111	THOMSON STUDENT HEALTH CENTER	1409 DEVINE STREET COLUMBIA, SC 29208	38,310
COLUMBIA	111A	CENTER FOR HEALTH & WELL-BEING	1401 DEVINE STREET COLUMBIA, SC 29208	68,045
COLUMBIA	112	RUSSELL HOUSE	1400 GREENE STREET COLUMBIA, SC 29208	200,161
COLUMBIA	113	HONORS RESIDENCE HALL	1215 BLOSSOM STREET COLUMBIA, SC 29208	192,724
COLUMBIA	114	JOHN M PALMS CENTER FOR GSR	631 SUMTER STREET COLUMBIA, SC 29208	157,779
COLUMBIA	115	CALLCOTT BUILDING	709 BULL STREET COLUMBIA, SC 29208	50,447
COLUMBIA	117	BULL STREET GARAGE	611 BULL STREET COLUMBIA, SC 29208	410,605
COLUMBIA	117A	BULL STREET GARAGE ADDITION	611 BULL STREET COLUMBIA, SC 29208	304,323
COLUMBIA	118	MCCLINTOCK AT WOMEN'S QUAD	720 BULL STREET COLUMBIA, SC 29208	34,743
COLUMBIA	119	WADE HAMPTON AT WOMEN'S QUAD	1528 GREENE STREET COLUMBIA, SC 29208	45,820
COLUMBIA	120	SIMS AT WOMEN'S QUAD	1501 DEVINE STREET COLUMBIA, SC 29208	74,740
COLUMBIA	121	PATTERSON HALL	1520 DEVINE STREET COLUMBIA, SC 29208	189,851
COLUMBIA	122	SOUTH TOWER	614 BULL STREET COLUMBIA, SC 29208	92,000
COLUMBIA	129	513 PICKENS STREET	513 PICKENS STREET COLUMBIA, SC 29208	27,116

COLUMBIA	129A	513 PICKENS STREET ANNEX	513 PICKENS STREET COLUMBIA, SC 29208	9,178
COLUMBIA	133	CHILD DEV & RESEARCH CENTER	1530 WHEAT STREET COLUMBIA, SC 29208	26,645
COLUMBIA	134	BOOKER T. WASHINGTON	1400 WHEAT STREET COLUMBIA, SC 29208	36,328
COLUMBIA	135	SOUTH QUADRANGLE	500 SUMTER STREET COLUMBIA, SC 29208	151,291
COLUMBIA	135A	EAST QUADRANGLE	1400 BLOSSOM STREET COLUMBIA, SC 29208	143,474
COLUMBIA	136	BLOSSOM STREET GARAGE	1300 BLOSSOM STREET COLUMBIA, SC 29208	294,895
COLUMBIA	138	BLATT PHYSICAL EDUCATION CENTER	1328 WHEAT STREET COLUMBIA, SC 29208	184,981
COLUMBIA	139	STUDENT ENROLLMENT SERVICES CENTER	1244 BLOSSOM STREET COLUMBIA, SC 29208	71,589
COLUMBIA	140	ENERGY FACILITY WEST	530 MAIN STREET COLUMBIA, SC 29208	21,005
COLUMBIA	141	SUMTER STREET GARAGE	501 SUMTER STREET COLUMBIA, SC 29208	76,761
COLUMBIA	143	518 MAIN STREET	518 MAIN STREET COLUMBIA, SC 29208	5,683
COLUMBIA	144	516 MAIN STREET	516 MAIN STREET COLUMBIA, SC 29208	11,897
COLUMBIA	145	514 SOUTH MAIN STREET	514 SOUTH MAIN STREET COLUMBIA, SC 29208	37,187
COLUMBIA	146A	GREEN QUAD A	1216 A WHEAT STREET COLUMBIA, SC 29208	75,951
COLUMBIA	146B	GREEN QUAD B	1216 B WHEAT STREET COLUMBIA, SC 29208	32,478
COLUMBIA	146C	GREEN QUAD C	1216 C WHEAT STREET COLUMBIA, SC 29208	73,296
COLUMBIA	146D	GREEN QUAD D	1216 D WHEAT STREET COLUMBIA, SC 29208	9,051
COLUMBIA	146E	GREENHOUSE # 3	1216 E WHEAT STREET COLUMBIA, SC 29208	2,660
COLUMBIA	156A	PUBLIC HEALTH RESEARCH CENTER	921 ASSEMBLY STREET COLUMBIA, SC 29208	104,581
COLUMBIA	157	STROM THURMOND WELL & FIT CENTER	1000 BLOSSOM STREET COLUMBIA, SC 29208	193,600
COLUMBIA	157A	STROM THURMOND W/F CENTER POOL BDG	1000 BLOSSOM STREET COLUMBIA, SC 29208	2,066

COLUMBIA	157C	WELLNESS CENTER SUPPORT BLDG	500 PARK STREET COLUMBIA, SC 29208	1,356
COLUMBIA	158	COLONIAL LIFE ARENA	801 LINCOLN STREET COLUMBIA, SC 29208	328,973
COLUMBIA	159	BENSON	226 BULL STREET COLUMBIA, SC 29208	40,548
COLUMBIA	160	BATES HOUSE	1423 WHALEY STREET COLUMBIA, SC 29208	131,186
COLUMBIA	161	BATES HOUSE CAFETERIA	1417 WHALEY STREET COLUMBIA, SC 29208	21,980
COLUMBIA	162	BATES WEST	1405 WHALEY STREET COLUMBIA, SC 29208	118,074
COLUMBIA	163	300 SUMTER STREET	300 SUMTER STREET COLUMBIA, SC 29208	10,383
COLUMBIA	164	COPENHAVER BAND HALL / DANCE FACILITY	324 SUMTER STREET COLUMBIA, SC 29208	34,285
COLUMBIA	170	300 MAIN STREET	300 MAIN STREET COLUMBIA, SC 29208	169,080
COLUMBIA	171	1200 CATAWBA STREET	1200 CATAWBA STREET COLUMBIA, SC 29208	12,773
COLUMBIA	172	1220 CATAWBA STREET	1220 CATAWBA STREET COLUMBIA, SC 29208	38,153
COLUMBIA	173	SWEARINGEN ENGINEERING CENTER	315 MAIN STREET COLUMBIA, SC 29208	217,466
COLUMBIA	175	CAROLINA GARDENS	101 PICKENS STREET COLUMBIA, SC 29208	76,607
COLUMBIA	176	1223 CATAWBA STREET	1223 CATAWBA STREET COLUMBIA, SC 29208	2,135
COLUMBIA	177	GREENHOUSE #2	104 SOUTH MARION STREET COLUMBIA, SC 29208	6,110
COLUMBIA	178	CHALLENGE COURSE BUILDING	342 SUMTER ST COLUMBIA, SC 29208	1,367
COLUMBIA	185	ENERGY FACILITY SOUTH	1323 WHALEY STREET COLUMBIA, SC 29208	11,393
COLUMBIA	186	FIELD HOUSE	116 MARION STREET COLUMBIA, SC 29208	101,044
COLUMBIA	187	EUGENE STONE III STADIUM	1300 WHALEY STREET COLUMBIA, SC 29208	6,390
COLUMBIA	187A	SOCCER TEAMS FACILITY	115 MARION STREET COLUMBIA, SC 29208	11,308
COLUMBIA	188	WARDLE GOLF HOUSE	57 GOLDEN SPUR ROAD BLYTHEWOOD, SC 29128	2,492
COLUMBIA	188A	GOLF TRAINING CENTER	57 GOLDEN SPUR ROAD BLYTHEWOOD, SC 29128	1,414

COLUMBIA	189	ANDERSON ACADEMIC ENRICHMENT CENTER	1302 HEYWARD STREET COLUMBIA, SC 29208	41,026
COLUMBIA	190	RICE ATHLETICS CENTER	1304 HEYWARD STREET COLUMBIA, SC 29208	68,666
COLUMBIA	191	ATHLETICS VILLAGE GARAGE	1300 HEYWARD STREET COLUMBIA, SC 29208	155,238
COLUMBIA	192	CAROLINA SOFTBALL STADIUM	1318 HEYWARD STREET COLUMBIA, SC 29208	31,205
COLUMBIA	192A	ATHLETIC VILLAGE TENNIS FACILITY	1316 HEYWARD STREET COLUMBIA, SC 29208	6,020
COLUMBIA	192B	WEEMS BASKIN TRACK SUPPORT BLDG	1320 HEYWARD STREET COLUMBIA, SC 29208	3,730
COLUMBIA	199	ROOST E	107 SOUTH MARION STREET COLUMBIA, SC 29208	14,034
COLUMBIA	202	101 SOUTH BULL STREET	101 SOUTH BULL STREET COLUMBIA, SC 29208	883
COLUMBIA	202A	105 SOUTH BULL STREET	105 SOUTH BULL STREET COLUMBIA, SC 29208	1,382
COLUMBIA	202B	109 SOUTH BULL STREET	109 SOUTH BULL STREET COLUMBIA, SC 29208	1,445
COLUMBIA	203	201 SOUTH MARION STREET	201 SOUTH MARION STREET COLUMBIA, SC 29208	1,075
COLUMBIA	204	ONEWOOD FARM - MAIN BUILDING	1201 SYRUP MILL ROAD BLYTHEWOOD, SC 29016	4,338
COLUMBIA	204A	ONEWOOD FARM - BUILDING A	1201 SYRUP MILL ROAD BLYTHEWOOD, SC 29016	456
COLUMBIA	204B	ONEWOOD FARM - BUILDING B	1201 SYRUP MILL ROAD BLYTHEWOOD, SC 29016	1,899
COLUMBIA	204C	ONEWOOD FARM - GAMECOCK BARN	1201 SYRUP MILL ROAD BLYTHEWOOD, SC 29016	5,196
COLUMBIA	204D	ONEWOOD FARM - GARNET & BLACK BARN	1201 SYRUP MILL ROAD BLYTHEWOOD, SC 29016	4,449
COLUMBIA	207	ROOST DORMITORY	147 SOUTH MARION STREET COLUMBIA, SC 29208	56,604
COLUMBIA	208	1206 FLORA STREET	1206 FLORA STREET COLUMBIA, SC 29208	70,504
COLUMBIA	208A	11 POE STREET	11 POE STREET COLUMBIA, SC 29208	13,539
COLUMBIA	208B	SMALL METAL BUILDING	1206 FLORA STREET COLUMBIA, SC 29208	1,275

COLUMBIA	208C	METAL STORAGE SHED	1206 FLORA STREET COLUMBIA, SC 29208	3,750
COLUMBIA	210	WILLIAMS-BRICE STADIUM	1000 GEORGE ROGERS BLVD COLUMBIA, SC 29208	68,000
COLUMBIA	210A	KAY & EDDIE FLOYD FB BLDG	1000 GEORGE ROGERS BLVD COLUMBIA, SC 29208	12,854
COLUMBIA	210B	THE CREWS BUILDING	1000 GEORGE ROGERS BLVD COLUMBIA, SC 29208	35,089
COLUMBIA	210C	BIGNON GAMEDAY CENTER	1101 GEORGE ROGERS BLVD COLUMBIA, SC 29208	11,896
COLUMBIA	210D	SPRINGS-BROOKS PLAZA RESTROOM BLDG	1000 GEORGE ROGERS BLVD COLUMBIA, SC 29208	1,329
COLUMBIA	210E	ELECTRICAL BUILDING	1000 GEORGE ROGERS BLVD COLUMBIA, SC 29208	364
COLUMBIA	227	LIBRARY ANX & CONSERVATION FACILITY	750 HINTON STREET COLUMBIA, SC 29208	21,296
COLUMBIA	229	ENERGY FACILITY NORTH	701 PARK STREET COLUMBIA, SC 29208	7,762
COLUMBIA	230	DISCOVERY BUILDING	915 GREENE STREET COLUMBIA, SC 29208	115,845
COLUMBIA	231	DISCOVERY GARAGE	821 PARK STREET COLUMBIA, SC 29208	465,297
COLUMBIA	234	DARLA MOORE SCHOOL OF BUSINESS	1014 GREENE STREET COLUMBIA, SC 29208	278,549
COLUMBIA	235	FOUNDERS PARK	431 WILLIAMS STREET COLUMBIA, SC 29208	75,207
COLUMBIA	236	HORIZON BUILDING	541 MAIN STREET COLUMBIA, SC 29208	129,730
COLUMBIA	237	HORIZON GARAGE	519 MAIN STREET COLUMBIA, SC 29208	318,494
COLUMBIA	240A	GAMECOCK PARK REST ROOM BLDG 1	1001 BLUFF ROAD COLUMBIA, SC 29208	2,752
COLUMBIA	240B	GAMECOCK PARK REST ROOM BLDG 2	1001 BLUFF ROAD COLUMBIA, SC 29208	2,752
COLUMBIA	240C	GAMECOCK PARK REST ROOM BLDG 3	1001 BLUFF ROAD COLUMBIA, SC 29208	1,544
COLUMBIA	240D	GAMECOCK PARK REST ROOM BLDG 4	1001 BLUFF ROAD COLUMBIA, SC 29208	1,544

COLUMBIA	241	FOOTBALL INDOOR PRACTICE FACILITY	20 NATIONAL GUARD ROAD COLUMBIA, SC 29208	113,518
COLUMBIA	242	LONG FOOTBALL OPERATIONS BUILDING	944 S. STADIUM ROAD COLUMBIA, SC 29208	131,720
COLUMBIA	251	807 WHALEY STREET	807 WHALEY STREET COLUMBIA, SC 29201	2,590
COLUMBIA	626A	EVIDENCE INTAKE & STORAGE	1307 BARNWELL STREET COLUMBIA, SC 29208	1,214
COLUMBIA	631	1800 GERVAIS STREET	1800 GERVAIS STREET COLUMBIA, SC 29208	19,575
COLUMBIA	654	1413 BLUFF ROAD	1413 BLUFF ROAD COLUMBIA, SC 29208	27,056
COLUMBIA	655	718 SOUTH EDISTO AVENUE	718 SOUTH EDISTO AVENUE COLUMBIA, SC 29205	9,700
COLUMBIA	656	1311 PENDLETON STREET	1311 PENDLETON STREET COLUMBIA, SC 29208	2,550

### Columbia Housing

SITE	BUILDING	BED SPACES	SQUARE FEET GROSS	SQUARE FEET NET	BATHROOM S
Columbia	101 S. Bull	2	960	768	1
Columbia	105 S. Bull	3	1,354	1,083	1
Columbia	109 S. Bull	3	1,395	1,116	1
Columbia	1719 Greene St.	4	3,097	2,235	2
Columbia	1723-25-27 Greene St.	6	6,374	3,235	1
Columbia	201 S. Marion	3	1,095	845	1
Columbia	820 Henderson St.	23	4,890	0	6
Columbia	Bates House	536	139,446	76,640	27
Columbia	Bates West	396	120,082	74,182	103
Columbia	Campus Village 1	493	158,075	0	0
Columbia	Campus Village 2	312	114,125	0	0
Columbia	Campus Village 3	336	114,138	0	0
Columbia	Campus Village 4	368	132,256	0	0
Columbia	Capstone	579	183,036	124,405	190
Columbia	Carolina Gardens		67,866	60,360	101
Columbia	DeSaussure	48	25,498	13,592	20

Columbia	East Quad	443	141,208	89,015	222
Columbia	Green Quad	500	178,313	105,577	256
Columbia	Harper/Elliott	48	25,230	16,294	20
Columbia	Honors College	537	191,000	169,990	232
Columbia	Maxcy	182	18928	0	0
Columbia	McBryde	250	70,045	51,395	20
Columbia	McClintock	160	33,200	0	0
Columbia	Patterson	544	170,993	155,449	142
Columbia	Pinkney/Legar e	48	23,979	16,077	20
Columbia	Preston	237	66,092	43,034	63
Columbia	Rutledge	47	26,926	16,781	16
Columbia	Sims	278	61,200	0	0
Columbia	South Quad	400	145,000	92,171	192
Columbia	South Tower	423	94,583	47,409	17
Columbia	Thornwell	60	36,884	32,826	24
Columbia	Wade Hampton	170	34,500	0	0
Columbia	Woodrow	102	33,699	29,910	42

### Upstate

<u>Site</u>	<u>Building Name</u>	<u>Address</u>	<u>Square footage</u>
Spartanburg	ROEL PAVILION	194 Gramling Drive	1,240
Spartanburg	SMITH SCIENCE BUILDING	160 Gramling Drive	70,671
Spartanburg	LIBRARY/CLASSROOM - TUKEY THEATER	150 Gramling Drive	70,247
Spartanburg	HUMANITIES & PERFORMING ARTS CENTER	170 Gramling Drive	55,132
Spartanburg	SMITH FARMHOUSE	240 North Campus Blvd	3,342
Spartanburg	SANSBURY CAMPUS LIFE CENTER	180 Gramling Drive	62,215
Spartanburg	MARY BLACK SCHOOL OF NURSING		
Spartanburg	HEALTH SERVICES BUILDING	995 University Way	2,408
Spartanburg	HEALTH EDUCATION COMPLEX	300 North Campus Blvd	150,000
Spartanburg	JOHNSON COLLEGE OF BUSINESS	160 East St John Street	57,816
Spartanburg	UNIVERSITY SERVICES BUILDING	8000 Vally Falls Way	25,760
Spartanburg	HODGE CENTER	365 Hodge Drive	81,640

Spartanburg	UNIVERSITY READINESS CENTER	301 North Campus Blvd	56,162
Spartanburg	UNIVERSITY SERVICES BUILDING ANNEX	8000 Vally Falls Way	3,000
Spartanburg	STOCKWELL ADMINISTRATION BUILDING	800 University Way	43,110
Spartanburg	BURROUGHS BUILDING	130 Burroughs Lane	3,446
Spartanburg	MEDIA CENTER	375 Hodge Drive	47,661
Spartanburg	HICKS VISUAL ARTS CENTER	190 Gramling Drive	7,406
Spartanburg	COLLEGE OF ARTS & SCIENCES BUILDING	385 Hodge Drive	24,556
Spartanburg	PUBLIC SAFETY BUILDING	219 North Campus Blvd	6,000
Spartanburg	RAMPEY CENTER	490 Hodge Drive	6,218
Spartanburg	FACILITY MANAGEMENT CENTER	155 American Way	17,900
Spartanburg	SPORTS TURF BUILDING	160 American Way	1,272
Spartanburg	ST Pole Barn	160 American Way	-
Spartanburg	CAMPUS LANDSCAPE BUILDING	151 PJ White Memorial Drive	4,950
Spartanburg	CL POLE BARN	151 PJ White Memorial Drive	-
Spartanburg	BASEBALL DUGOUT		50
Spartanburg	BASEBALL DUGOUT		50
Spartanburg	BASEBALL PRESS BOX		1,368
Spartanburg	SOCCER PRESS BOX		330
Spartanburg	SOFTBALL PRESS BOX		1,019
Spartanburg	SOFTBALL DUGOUT		50
Spartanburg	SOFTBALL DUGOUT		50
Spartanburg	TRACK & FIELD BUILDING (OLD TENNIS)		1,363
Spartanburg	<b>HOUSING:</b>		
Spartanburg	VILLA ONE	400 Hodge Drive	10,760
Spartanburg	VILLA TWO	402 Hodge Drive	7,200
Spartanburg	VILLA THREE	404 Hodge Drive	7,200
Spartanburg	VILLA FOUR	406 Hodge Drive	7,200
Spartanburg	VILLA FIVE	408 Hodge Drive	7,200
Spartanburg	VILLA SIX	410 Hodge Drive	5,419
Spartanburg	VILLA SEVEN	412 Hodge Drive	7,200
Spartanburg	VILLA EIGHT	414 Hodge Drive	7,200
Spartanburg	VILLA NINE	418 Hodge Drive	10,760
Spartanburg	VILLA TEN	420 Hodge Drive	7,200
Spartanburg	VILLA ELEVEN	422 Hodge Drive	7,200
Spartanburg	VILLA TWELVE	424 Hodge Drive	5,419
Spartanburg	PALMETTO HOUSE	470 Hodge Drive	105,000
Spartanburg	MAGNOLIA HOUSE	480 Hodge Drive	96,500
Spartanburg	THE LANDING	416 Hodge Drive	1,665