UNIVERSITY OF South Carolina	Fixed Price Bid	Solicitation Number Date Issued Procurement Officer Phone E-Mail	GS-FPB-250061-01 November 5, 2024 Lana Brodt 803/777-7776 lana.brodt@sc.edu

SOLICITATION DESCRIPTION:	Carpet and Flooring Products and Services
USING GOVERNMENTAL AGENCY:	UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY (Opening Date/Time):	12/03/2024 at 11:00 AM See "Deadline for Submission of Offer" provision.
QUESTIONS MUST BE RECEIVED BY:	11/19/2024 at 11:00 AM See "Questions From Offerors" provision.
NUMBER OF COPIES TO BE SUBMITTED:	1 online preferred, **or** 1 hard copy and digital version on USB drive
SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:	https://supplier.ps.sc.edu
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: N/A DATE & TIME: N / A	LOCATION: N/A
AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 12/09/2024. The award, this solicitation, and any amendments will be posted at the following web address: https://supplier.ps.sc.edu

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 forty-five (45) 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)	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.)

____ Sole Proprietorship	____ Partnership	____ Government Entity (federal/state)
____ Corporate Entity (not tax-exempt)	____ Corporation (tax-exempt)	____ Order Address

PAGE TWO

(Return Page Two with your Offer.)

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

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								

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

PREFERENCES - A NOTICE TO 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.

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

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

____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address (check only one)	Address, if different from Home Office or Notice Address

End of **Page Two**

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 & SUPPLIES / EQUIPMENT (JAN 2006)
The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

FUNDS NOT AVAILABLE (JAN 2006) The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)
Start date:01/02/2025 End date:01/01/2030. 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". [01-1040-1]

This is a potential five (5) year contract: One (1) year with four (4) possible one (1) year renewals.

The purpose of this solicitation is to acquire Contractors to provide carpet and flooring products and services for all University of South Carolina () system campuses on an as needed basis. Contractors shall be placed on a Qualified Provider List (QPL) as pre-approved sources of supply to provide carpet and flooring products and services needs are as identified; however, there is no guarantee of any work following contract award.

About the University of South Carolina:

With eight (8) campuses across 19 locations, offering more than 450-degree programs on campus and online, the University of South Carolina system is uniquely positioned to meet the state's educational, cultural, health and research needs. University of South Carolina Campus Addresses:

Upstate	**Union**
800 University Way Spartanburg, SC 29303	401 E. Main Street Union, SC 29379
Lancaster 476 Hubbard Dr. Lancaster, SC 29720	**Sumter** 200 Miller Road Sumter, SC 29150
Salkehatchie - West Campus	**Salkehatchie - East Campus**
465 James Brandt Blvd. Allendale, SC 29810	807 Hampton St. Walterboro, SC 29488
Aiken 471 University Parkway Aiken, SC 29801	**Beaufort** One University Blvd. Bluffton, SC 29909
Columbia 1501 Pendleton Street Columbia, SC 29208	

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)
CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY 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(5)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Contract,” either optional or mandatory, the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Contract.”
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-4]

AMENDMENTS TO SOLICITATION (JAN 2021) – REVISED
(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
(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 (MAR 2024)
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, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

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]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)
The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024):
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 (b) 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 Offer

(b) or 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 (JUL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)
(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.
(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

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]

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]

PRICING (MAR 2024):

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C.

[02-2A082-2]

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 2024):

(a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests

should be directed to DocReq@mmo.sc.gov . If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and answer format. All questions received have been reprinted below. The "state's response" should be read without reference to the questions. The questions are included solely to provide a cross reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "state's response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

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 (MAR 2024):
(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

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 is 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: https://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 (APR 2024):

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 Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification 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, http://dor.sc.gov. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, http://smbcc.sc.gov. [02-2A135-2]

VENDOR REGISTRATION REQUIRED (MAY 2024) - REVISED

You must possess a User ID to be able to submit an offer. To obtain a User ID, visit supplier.ps.sc.edu and select User Registration. 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 "Register as an Offeror" to receive a User ID. 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/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 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.) [02-2A145-2]

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

OFFERING BY ITEM (JAN 2006)
Offers may be submitted for one or more items. [02-2B085-1]

ONLINE BIDDING INSTRUCTIONS (MAR 2015) – REVISED
(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), 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 - MMO ADDRESS (MAR 2024)
Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us , or
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-2]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)
After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

The University of South Carolina and system campuses are seeking to establish multiple sources of supply from qualified contractors to provide furnishing and installation of carpet and other flooring products through the use of a fixed price bid solicitation. The University has established maximum prices for approved carpet and flooring products and services listed in Section VIII, Bid Schedule. Work will be issued to awarded contractors on an "as needed basis". Products furnished under this contract will include carpet, padding, vinyl tile, vinyl composition tile, rubber tile, hard tile, ceramic tile, and related products and services. The University will not commit or guarantee a minimum amount of work to any contractor. No single Subsequent order can exceed $150,000.

Delivery

1. All flooring supplied under this contract must be properly wrapped to protect from damage, soiling, etc. when shipped. All rolls of any size must be properly tagged and/or labeled indicating color, manufacturer, and roll size. Any request by USC for marking to further identify shipments shall be honored by the contractor.

2. Contractor must communicate any late delivery of the product to the USC representative immediately.

3. Standard line colors which are in stock at the factory shall require delivery within 30 days after receipt of order.

4. Standard line colors which are not in stock at the factory shall require delivery within 60 days after receipt of order.

5. Flooring installations shall be scheduled within twenty-one (21) days after receipt of the material.

Installation

1. Contractor's work shall be performed by reputable, competent professionals who are mill certified to install according to factory recommendations. Evidence of certification will be required and must be submitted with your bid. Contractor must be able to install geometric and circular patterns in carpet, VCT, and vinyl flooring. The contractor shall furnish all equipment, power tools, materials, labor, overhead, profit, insurance, rental equipment, freight, travel, fuel, delivery, set-up charges, taxes, etc., and all services necessary for and incidental to, furnishing a turn-key complete installation of all flooring. The contractor shall furnish the carpet, vinyl, tile, rubber flooring, backing, pad/tack strips, if required, tools, hardware, glues, etc., as required for a complete installation.

2. Contractor must field verify actual measurements prior to the issuance of the purchase order. as well as the installation without damage to the University's property, equipment, and personnel. The Contractor shall be liable for all injury, damage, or loss to persons and property. The project shall be carried out entirely at the contractor's risk and the University assumes no responsibility or obligation whatsoever.

3. Contractor shall be responsible for delivery of flooring and the safe transport throughout

the building, as well as the installation without damage to the University's property, equipment, and personnel. The Contractor shall be liable for all injury, damage, or loss to persons and property. The project shall be carried out entirely at the Contractor's risk and the University assumes no responsibility or obligation.

4. Designated installation times during the day and/or week shall be coordinated between the Contractor and the USC representative. Prior to installation, all flooring and related material storage shall be the responsibility of the contractor.

5. Rolled carpet shall be laid securely in place by using the Double Stick method, stretch method, or direct glue down method as appropriate. These methods must comply with manufacturer's written instructions and recommendations. Carpet/Tile installation when furniture lift is required, will be done using the approved lift systems that are standard in the industry.

6. All resilient floor tiles shall be installed as per Resilient Floor Covering Institute publications from the RFCI, latest Edition of ASTMF 710I and the recommendations per specific manufacturer.

7. All hard tiles shall be installed per American National Standards Specifications Handbook for the installation of ceramic tile and the TCA 2015 Handbook for ceramic tile installation.

8. The Contractor shall assure that the floors to receive flooring are in satisfactory condition. All lumps must be removed and ridges and minor pits filled with acceptable type filler complying with the manufacturer's instructions. All unusual conformities in the floor are to be reviewed with the USC representative. Obstructions such as doorstops, protruding or flat electrical and terminal connectors are to be removed and replaced after flooring installation, Contractor to work USC's electrical personnel as necessary. The Contractor shall vacuum the floor immediately prior to flooring installation, and remove all deleterious substances which would interfere with the installation or be harmful to the work.

9. Contractor shall accept all responsibility for unacceptable work due to improper floor conditions.

10. Flooring must be installed on a sequential roll or carton basis and Contractor will be responsible for providing an acceptable level of side by side color matching. This level of acceptability will be determined by the USC representative.

11. Large open area installations shall be of the same manufactured lot or as agreed upon (prior to placing a firm order) between the purchaser and the supplier to ensure color match throughout.

12. Carpet shall be laid out and seamed in the longest lengths practical to eliminate as many seams as possible. Seams at doorways shall be parallel and centered directly under the door(s). All seams shall be made in accordance with the manufacturer's recommendations. The number of pieces of carpet shall be held to the minimum number necessary. Seams shall be laid out in accordance with standards established by The Carpet and Rug Institute (see Applicable Publications).

13. All seams after lying shall be smooth without sprouting or puckering.

14. Seams shall be prepared by trimming off the mill or factory edge. The cut is to be made far enough in from the carpet edge so that a clean and even edge is provided.

15. All edges cut for seaming must be treated with a seam sealer where applicable in

accordance with manufacturer's written instructions.

16. The Contractor shall submit to the USC representative a seam diagram showing the location of all seams, as they will be in actual installation. Direction of carpet shall also be indicated. See The Carpet and Rug Institute (Applicable Publications). Installation will not begin until the requested diagram is approved.

17. All resilient tile flooring shall be installed and meet the requirements of the latest edition of ASTMF 710.

18. Contractor shall remove trash and debris from sites accruing from its operations at the end of each working day and upon completion of installation. Disposal of existing flooring and cove base removed by the contractor is the contractor's responsibility.

19. The University shall prepare the area to receive flooring prior to installer's arrival by removing personal effects, etc. from desks and removing and boxing of books from bookcases and shelves. Contractor will provide a minimum twenty-four (24) hour advance notice for this purpose.

20. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using the Contractor's best skill and attention. Subcontractors who perform work under this contract shall be fully responsible for the acts and omissions of its subcontractors and of persons employed by them. The Contractor while on the job site shall have at least one employee whom is certified by the carpet manufacturer of the delivered carpet as qualified to install the specified carpet.

21. During installation, USC reserves the right to enter the worksite as needed, providing such right does not substantially interfere with the progress of the work.

22. Contractor shall furnish all labor, materials, supplies, equipment and tools necessary to perform flooring services of University of South Carolina System campus building.

23. Contractors must always have appropriate licenses, permits, and insurance before any contract work can commence. All costs for required licenses, permits, and insurance shall be borne by the Contractor.

Inspection of Floor Installations

1. All waste, excess materials of new flooring, tools, etc. shall be removed from the area. A representative from USC shall view all scraps and retain any desired.

2. Upon completion of the installation and cleaning as specified, the contractor shall notify the USC representative for final inspection prior to acceptance.

3. Complete installation shall be inspected by USC representative prior to acceptance. Contractor must complete any "punch list" within ten (10) days after receipt.

4. Any damage to finished surfaces caused by work under this contract shall be corrected, without charge to the University prior to acceptance of the installation.

5. Inferior materials or workmanship shall result in rejection of the entire installation until replaced in accordance with specifications.

6. USC shall assume no liability or responsibility for work until after installation is complete

in all respects and accepted by the USC Representative. The Contractor shall be completely responsible for all terms and conditions in this contract until the above conditions are met.

7. If the Contractor fails to correct defective work or persistently fails to comply with the specifications, the USC representative may order the Contractor to stop work on the project, or any portion thereof, until the cause for such order has been eliminated; however, this right of the University to stop the work shall not give rise to any duty on the part of the University to exercise this right for the benefit of the contractor or any other person or entity.

8. Each shipment of flooring which is not installed by the Contractor shall include a copy of the manufacturer's recommended installation instructions.

9. Each shipment of flooring whether installed by the Contractor, or installed by the University, shall include a copy of the manufacturer's recommended care and cleaning instructions.

10. The Contractor must furnish samples, including all the colors of the brand selected, upon request of USC.

Applicable Publications

Compliance with all applicable requirements (current and future) of the following organizations shall form a part of this specification:

American Association of Textile Chemists and Colorists (AATCC)
PO Box 12215
Research Triangle Park, NC 27709-2215
919-549-8141
www.aatcc.org

American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshohocken, PA 19428-2959
1-877-909-2786
www.astm.org

The Carpet and Rug Institute (CRI)
PO Box 2048
Dalton, GA 30722-2048
706-278-317618
www.carpet-rug.org

National Fire Protection Association (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
1-800-344-3555
www.nfpa.org

Resilient Floor Covering Institute (RFCI)
115 Broad Street, Suite 201
LaGrange, GA 30240
www.rfci.com

Tile Council of North America (TCNA)
100 Clemson Research Blvd.
Anderson, SC 29625
864-646-8453
www.tcnatile.com

American Concrete Institute
38800 Country Club Drive
Farmington Hills, MI 48331
248-848-3700
www.concrete.org

Requests for information should be made to the individual organization.

Order Cancellation

No order may be cancelled once the contractor has received acknowledgment of order from the manufacturer.

Discontinued Products

In the event an item on the contract is deleted from the market and/or upgraded with a new model, the manufacturer must notify the Procurement Officer promptly. If purchase orders are on hand at the time the item becomes unavailable, it is the manufacturer's responsibility to notify the University and to offer a suitable replacement model, if available, at the contract price or at a negotiated price to be approved by the Procurement Officer.

New Products

During the term of the contract period, and because of new technology advances, if it is found that new products in this category are required by the University, the University reserves the right to negotiate price for the new product(s) and add the new product(s) to the existing contract.

Campus Guidelines

1. Contractor must request from the USC representative a hand tag for assigned parking. There may be a fee for parking in USC parking lots/garages. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the Contractor has received the parking placard or decal, please display as directed, otherwise a ticket will be issued and these tickets cannot be fixed. Parking spaces are restricted to work vehicles only; no personal vehicles.
2. Fraternization between Contractor's employees and USC students, faculty or staff is strictly prohibited with zero-tolerance.
3. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing safe, accessible, plywood pedestrian ways around construction may be required if a suitable alternative route is not available.

4. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement may be asked to leave the job site immediately.
5. Use of USC communications facilities (telephone, computers, etc.) by the contractor is prohibited, unless prior arrangements are made with the USC Representative.
6. Contractor is responsible for removal of all waste from the site. Construction waste must not be placed in the University dumpsters.
7. Damage to state property: Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the contractor, it will be the responsibility of the contractor to repair or replace at no cost to the University.
8. Contractors are required to obtain parking authorization before parking in a designated space.
9. Entering resident housing must be approved and coordinated by the USC Representative.
10. Contractor and their staff should have a form of identification on at all times during the job.
11. Smoking and use of all tobacco products is prohibited. To view the entire policy and the specific outdoor areas view the following website: http://www.sc.edu/policies/ppm/univ500.pdf
12. Contractor must also adhere to the University's policy of maintaining a drug-free workplace.

Program Goals and Desired Results

The primary purpose of this solicitation is to acquire multiple sources of supply to flooring products and services across all USC system campuses. As opportunities become available during the contract term, Contractors will be provided with a complete job description and goals prior to acceptance and completion of a specific agreement for a job.

Contracting Officer Representative

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

1. The COR may be changed at any time by the University without prior notice to contractors and without modification to the contract.
2. The responsibilities and limitations of the COR are as follows:
    a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with contractors and the Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, specifications, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization (in the form of contract change orders) of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to

contractors.

Work Schedules

The start and completion dates of jobs will be communicated to Contractors prior to agreement/commencement of work. The University will provide details of the work schedule during the pre-performance conferences conducted with selected Contractors. Due to the functionality of some buildings on campus, weekend work (Saturday & Sunday) will be required to minimize interruptions to operations. Scheduled coordination will occur prior to commencement of work, to determine areas of work to maximize efficiency of schedule.

Milestone Dates

When appropriate, milestone dates will be established for special projects prior to the Contractor's acceptance or commencement of work.

Staffing Plan

1. Contractors shall be fully responsible for the acts and omissions of their Subcontractors and of persons employed by them, while on University Property, and will be held accountable for any conduct that violates University Policy.

2. In accordance with University Policy, sexual harassment, discrimination and the use of alcohol or drugs is strictly forbidden. Refer to: http://www.sc.edu/policies/policiesbydivision.php for policy details.

3. The Contractor must submit a Criminal Background check for each of its employees and/or subcontractor(s) prior to employee and/or subcontractor performing contract work on campus. The background check must include criminal conviction check (County, State, Federal) and sex and violent offender registry check. The cost of background checks will be paid by the Contractor and will not be reimbursed by the University. The University of South Carolina shall not accept any contractor employees with a history of violent or sexually deviant offenses; and reserves the right to reject any contractor employees who have previous criminal convictions. Such judgements shall be made on a case-by-case basis. Contractors must have prior written approval by the COR for every employee prior to his or her commencement of work on any University campus.

4. The Contractor and its staff shall have a form of identification on them at all times while on University property; and shall be easily recognizable as a contractor employee assigned to the campus facility.

5. Fraternization between the Contractor's employees and students, faculty or staff is strictly prohibited and addressed with zero-tolerance.

6. The University of South Carolina (USC) will not tolerate rude, abusive, or degrading behavior on the job site. Inappropriate communications directed towards students, faculty, or staff, or any other person such as visitors on University property is strictly prohibited.

7. Use of The USC communications facilities (telephone, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the COR.

8. The Contractor will have an onsite point of contact for the duration of each agreement. That person shall be the Contractor Officer Representative (COR). At no time is the Contractor to ask questions or take direction from any other individuals. Should an

incident occur where they are approached by University staff, faculty, students, or visitors, the Contractor must direct that person(s) to the COR.

9. The Contractor must have the ability to communicate effectively and efficiently to University Representatives.

10. Proper attire must be worn at all times. All contractor employees shall present a professional image when working on campus. Clothing bearing the Carolina logo is preferable. Contractor employees wearing clothing with abusive, profane, political, or divisive language will not be tolerated. Clothing with large and graphic images are not acceptable unless it is the Carolina logo. Clothing shall not be torn and tattered. Tank tops, shorts and open toe shoes are not permitted on job site, at any time. Footwear must be non-slip OSHA compliant.

Communications Plan

1. Kickoff/Pre-Conference Meeting with the Contractor will be convened by the University. This meeting will review responsibilities, contractor assignments, and items affecting project progress. The University will announce the place and time of the meeting.
2. Progress meetings and reports may be required.
3. The University reserves the right to call meetings at any time to discuss Contractor performance and expectations. Such meetings may occur with 24 hours' written notice and may be held virtual or face to face at the discretion of the University. Contractors shall comply with meeting request and shall provide an appropriate level representative for the meeting (Owner, CEO, Region/District Manager).

End of Contract Concerns

The University reserves the right to withhold final payment to Contractor if the facility does not meet the standards defined by the Contract. Acceptable resolutions to such disputes shall be at the discretion of the University and may consist of (1) the University allows the Contractor to fulfill the requirements of the Contract in preparation of the contract end or (2) the University permanently withholds payment from the Contractor for the amount required to have the work completed by a different Contractor.

At the end of each scheduled agreement, Contractors must meet with the COR to ensure all property is in working order and the building is left at the appropriate level of cleanliness. All access (such as keys, fobs, name badges) must be returned. The University reserves the right to collect any property supplied to the Contractor for use under the contract. This shall include supplies, etc.

Carolinian Creed

Our common values are formed upon the foundation of our creed, which emphasizes openness and civility. All Contractors shall familiarize themselves, their employees, and subcontractors with the expectations and shall ensure that all adhere to strict compliance. More information is provided on the University's website.

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (MAR 2015)
You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

Offerors shall provide the information below, which shall be arranged and labeled as follows:

- Signed Cover Page and Page Two of the most recent amendment (2 pages total).
- Bid Schedule: Completed Section 8 of the solicitation (or most recent amendment).
- Background, experience and a minimum of three (3) references (do not include USC as a reference): furnish a detailed summary of your experience and qualifications for each category in which you would like to work. In your summary, label each category for which you are providing documentation. Include specific descriptions of work you have performed with regards to print, social media, television, radio broadcasting, and any other relevant outlets.
- Provide detailed summary of your experience working with diverse populations and working with ethnic and multicultural partners or on campaigns.
- Provide five years of experience in performing flooring services similar in size and scope of work to be performed.
- Provide resumes for key staff members, who will be working with the University.
- Provide list of subcontractors you may be using to work with the University.
- Minority Participation Form (if applicable).
- Provide copy of all Licenses and/or Certifications held.
- Provide certifications of mil certified installers.
- List of all companies with which you have held contracts as a provider within the last year’s timeframe.
- Description of work for all institutions of higher education with whom you have worked.
- Relevant samples of work performed in the form of writing samples, screen captures, pictures, video, etc.

MINORITY PARTICIPATION (APR 2024):
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://smbcc.sc.gov (.) [04-4015-4]

SUBMITTING REDACTED OFFERS (MAR 2015)

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)
To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

Special Qualifications
Offerors must have at least three (3) years of experience in performing flooring services similar in size and scope of the work to be performed during the contract term and in their offers/bids must provide the Procurement Officer with reference(s) of that work experience.

Offeror's Qualifications & Compliance with Requirements: The Offeror must meet or exceed the following qualifications and submit proof of compliance with each of the requirements listed below.

1. Offeror must have all required licenses.
2. Offeror must have clear understanding of service requirements and be able to meet required timeliness.
3. Offeror must have adequate staff, expertise, experience, organization, and support personnel to perform work required under this contract.
4. Offeror must have mill certified installers. Certifications must be submitted with your bid.
5. Offeror shall have no less than five (5) years of experience in this type of work.
6. Offeror must carry workers' compensation and general liability insurance. Certificate of insurance will be required.
7. Offeror should have a satisfactory record of performance from at least three (3) references. Contract must be similar in size and type. Offeror should submit with the offer three (3) references, including a contact person and telephone number where similar work has been performed. References should be for work completed within the last two (2) years and should be on the same scope as described within this offer (Submit on enclosed "Company Profile and Reference form").
8. Offeror must have appropriate financial, material, equipment, facility, and personnel resources to perform work required under this contract

The University may make such investigation as deemed necessary to determine the capability of the Contractor to perform such work and reserves the right to reject any proposal if evidence indicates the offeror is not qualified to perform the contract.

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 BY ITEM – FIXED PRICE BIDDING (JAN 2006) – REVISED
Award will be made to all responsive and responsible Offerors. [06-6023-1]

AWARD TO MULTIPLE OFFERORS (JAN 2006)
Award may be made to more than one Offeror. [06-6035-1]

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006)
Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the State's original fixed price bid as authorized by the solicitation [06-6045-1]

Submission of Offers after the initial submission deadline.
During the term of this contract, the University will consider additional offers submitted for the Carpet and Flooring Products and Services solicitation. Offeror's that wish to be considered during the contract term must submit offers to the University per the deadline date posted on the University's solicitation website: https://supplier.ps.sc.edu

All bidders who are awarded contract from the solicitation will be placed on a provider list to be used by USC. Placement on the provider list does not guarantee contractor will be used by USC and the failure of a specific contractor to receive business shall not be grounds for a contract controversy under Section 11-35-4230 of the South Carolina Consolidated Procurement Code.

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]

EVALUATION/AWARD
Award will be made to all responsive and responsible bidders.
During the term of this contract, the University may add additional contractors to the approved provider list upon verification of the contractor's qualifications as mandated herein by the University.

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 AWARDED PURSUANT TO CODE (MAR 2024):
Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled “Code of Laws Available.” [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)
(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State’s final

acceptance (a/k/a “award”), and (4) 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders 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 (MAY 2024):
(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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

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 (MAY 2024):
(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) ten days after 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. [07-7A050-2]

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]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)
(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.
(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

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]

THIRD PARTY BENEFICIARY (JAN 2006):
This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)
The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

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]

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]

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]

DISPOSAL OF PACKAGING (JAN 2006)
Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006)
The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006)
The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather alack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)
(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub- subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14- 60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub- subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (NOV 2011)
Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations

hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)
No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

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 "ALL ITEMS" (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), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

PRICING DATA - AUDIT - INSPECTION (JAN 2006)
[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)
Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)
(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

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

STORAGE OF MATERIALS (JAN 2006)
Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]

TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)
The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 Year(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 one 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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor’s failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State’s right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

WARRANTY - STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

Warranty/Guarantee

The Contractor shall provide a guarantee for all workmanship for the services provided for a period comparable to the standards in the industry. When defects or faulty material or equipment is discovered during the guarantee period, the contractor shall, immediately upon notification by the University, proceed at its own expense to repair or replace the same, together with any damage to all finishes, equipment and furnishings that may have been

damaged as a result of the defective product and or service.

Warranties and Certificates

1. The Contractor will provide USC with a written two (2) year guarantee on all work related to installation.

2. All warranties and guarantees offered by the flooring manufacturers must be accepted by the Contractor for all flooring products under this contract.

3. Any portion of flooring furnished under this contract and found to be defective within two (2) years after final payment shall be replaced in an acceptable manner at no cost to the University. If a flooring manufacturer requires a specific adhesive or other material for warranty compliance, it must be used.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Please note: Any rate over the maximum hourly rate will be deemed non-responsive.

OFFEROR NAME_____

Item #	Description	Maximum Material Mark-up	Actual Material Mark-up
1	Material Mark-up (includes all types of flooring, backing, glue, flooring designs such as logos, transition strips, rubber stair treads, etc.):	25%	%

Item #	Description	Maximum Rate	Actual Bid Price
2	Installation of Broadloom Carpet or Carpet Tiles	$5.00/sq. yd.	$
3	Installation of LVT or LVP	$2.00/sq. ft.	$
4	Installation of VCT	$1.50/sq. ft.	$
5	Installation of Cove Base	$1.00/lin. ft.	$
6	Skim Coating	$.50/ sq. ft.	$
7	Self-leveling	$75/bag	$
8	a) Removal of Existing Carpet – Rubber Backed Carpet, Glued Down or b) Removal of Existing Carpet – Other than Rubber Backed Glued Down or c) Removal of Existing Carpet Tiles Monday-Friday (7:30 am to 4:30 pm)	$5.00/sq. yd.	$
9	a) Removal of Existing Carpet over Existing Pad or b) Removal of Existing Carpet, Pad and Tack Edge Strip Monday-Friday (7:30 am to 4:30 pm)	$6.00/sq. yd.	$
10	Removal of Existing VCT	$1.25/sq. ft.	$
11	Removal of Porcelain Tile	$8.00/sq. ft.	$
12	Moving Furniture – Minimum Routine Moving (Classroom & Industrial Equipment)	$4.00/sq. yd.	$
13	Moving Furniture – Heavy Equipment (required special lifting equipment and/or extra labor)	$15.75/sq. yd.	$
14	Work performed after 5:00 pm and/or weekends	$1.84/sq. yd.	$
15	Prep, scrape, or grind to remove existing adhesive per the manufacturer's directions	$2.00/sq. ft.	$
16	Removal of Existing Glued Down Carpeting (removal & hauling off-site only)	$0.55/sq. ft.	$
17	Removal of Existing Carpet and Pad (removal & hauling off-site only)	$0.55/sq. ft.	$

**No overhead, expenses, etc. shall apply to mark-up. Any overhead, expenses, travel, etc. must be factored into the Contractor's quoted installation rate.*

Prices

All prices shall be firm and fixed for the specified contract period. Unit prices shall be inclusive of all costs including equipment, power tools, materials, labor, overhead, profit, insurance, rental equipment, freight, travel, fuel, delivery, set-up charges, taxes, etc. for a turn-key installation. The University shall not honor any hidden costs, which may be invoiced

at a later date relating to items in this solicitation. If the University chooses to install, price of materials will be negotiated with contractor. (2) The Bid Schedule provides a listing of approved products for various categories of flooring products and services with the maximum price that the University is willing to pay. Bidders must submit an actual bid price at or below the maximum price for the products for which they wish to be considered. (3) During the term of the contract, the University reserves the right to approve and list additional product lines. If the University elects to add new products, each qualified contractor will have the option of submitting bid prices on each new product. (4) Submission of bid prices for all approved carpet and flooring products is not required to be deemed responsive. (5) The University reserves the right to negotiate with contractors to obtain lower prices on large addition/renovation projects and construction projects. (6) If all the labor combined does not equal a minimum of at least $400, then the labor would default to the minimum amount of $400.00 for each stand-alone project.

INFORMATION ONLY – The following is for information purposes only and will not be used for evaluation.

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Installation of flooring not mentioned in Items #2-5 in the Bidding Schedule including Floor Prep.	1	SF	$_____	$_____
2	Installation of Patterns in VCT	1	SF	$_____	$_____
3	Moisture Mitigation	1	SF	$_____	$_____
4	Floor Prep following chemically abated asbestos flooring/adhesive	1	SF	$_____	$_____
5	Major floor prep/self-leveling	1	SF	$_____	$_____

Sub-Contractors:

If you use more than one subcontractor for any trade, please list each individually.

_____:_____

Trade *Subcontractor's Name – SC License #*

_____:_____

Trade *Subcontractor's Name – SC License #*

_____:_____

Trade *Subcontractor's Name – SC License #*

IX. ATTACHMENTS TO SOLICITATION
ATTACHMENTS LIST

The following documents are attached to this solicitation:

A. IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
B. OFFEROR'S CHECKLIST
C. FIXED PRICE BID SUBSEQUENT AGREEMENT
D. REFERENCE CHECKLIST

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

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

UNIVERSITY OF South Carolina	**Fixed Price Bid** **SUBSEQUENT ORDER**	Solicitation Number: Solicitation Date: Procurement Officer: Phone: E-Mail Address: Mailing Address	GS-FPB-230061-01 11/05/2024 Lana Brodt 803-777-4115 Lana.brodt@sc.edu 1600 Hampton St., Ste 606 Columbia, SC 29208

Contract Number: _____

Contractor Information

Name of Organization

Point of Contact **Telephone**

Address

Email Address

UfSC Information

Contracting Officer Representative (COR – Project Manager)

COR Telephone **COR E-mail**

Facility Information

Building Name & Campus location

Building Address

Type of Service (Flooring Products / Services) To Be Performed/Description of Space (Number of Sq. Feet/Number of Stories)

Anticipated Date(s) of Service _____

Anticipated Number of Personnel _____

Pricing Expectations

_____

Price of Job **Total Potential Value**

SCOPE OF WORK FOR PROJECT:

_____

ACKNOWLEDGEMENT

Contractor acknowledges agreement to the requirements of this subsequent agreement; and shall perform as specified here-in.

_____ _____

Signature **Date**

_____

Printed Name of Representative

Contractor must show a line item for lump-sum material price when quoting work and then add mark-up for total material cost. USC reserves the right to request a breakdown of material. The Contractor must respond to the request within 48 hours.

No overhead, expenses, etc. shall apply to mark-up. Any overhead, expenses, travel, etc. must be factored into the Contractor's quoted installation rate.

ATTACHMENT D
REFERENCES

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

Reference 1

Name of Organization _____

Point of Contact & Title _____

Telephone _____

E-mail _____

Reference 2

Name of Organization _____

Point of Contact & Title _____

Telephone _____

E-mail _____

Reference 3

Name of Organization _____

Point of Contact & Title _____

Telephone _____

E-mail _____

Reference 4

Name of Organization _____

Point of Contact & Title _____

Telephone _____

E-mail _____

Reference 5

Name of Organization _____

Point of Contact & Title _____

Telephone _____

E-mail _____