



# Request for Quotation

Solicitation Number 100323-941-86302-10/19/23  
 Date Printed 10/03/23  
 Date Issued 10/03/23  
 Procurement Officer Jeff O'Dell  
 Phone 843-574-6205  
 E-mail Address Jeff.odell@tridenttech.edu

DESCRIPTION: Provide HVAC Water Test and Treatment Services for TTC 2023

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

SUBMIT OFFER BY (Opening Date/Time): **10/19/23 2:00 PM EDT** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **10/12/23 10:00 AM EDT** See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **1**

SUBMIT YOUR OFFER TO THE FOLLOWING EMAIL ADDRESS:

**Email: [Procurement.Quotes@tridenttech.edu](mailto:Procurement.Quotes@tridenttech.edu)** See "Submitting Your Offer" provision

|  |                             |
|--|-----------------------------|
| CONFERENCE TYPE: <b>Site Visit – Non-Mandatory</b><br>DATE & TIME: <b>10/09/23 10:00 AM EDT</b><br><b>As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions</b> | LOCATION: <b>See Page 4</b> |
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| AWARD & AMENDMENTS | This solicitation, and any amendments will be posted at the following web address:<br><a href="https://www.tridenttech.edu/about/departments/proc/ttc_solic.htm">https://www.tridenttech.edu/about/departments/proc/ttc_solic.htm</a> . |
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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|---|---|
| NAME OF OFFEROR (Full legal name of business submitting the offer)  | OFFEROR'S TYPE OF ENTITY:<br>(Check one)<br><br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE<br><br>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.) |   |
| TITLE (Business title of person signing above)  |   |
| PRINTED NAME (Printed name of person signing above)   | DATE SIGNED   |

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

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| STATE OF INCORPORATION<br>(If Offeror is a corporation, identify the state of Incorporation.) |
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| TAXPAYER IDENTIFICATION NO.<br>(See "Taxpayer Identification Number" provision) |
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**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)<br><br>_____<br>Address<br><br>_____<br>Area Code – Number – Extension      Facsimile<br><br>_____<br>E-mail Address |
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|---|--|
| PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)<br><br><br>_____ Payment Address same as Notice Address ( <b>check only one</b> )<br>_____ Payment Address same as Home Office Address | ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)<br><br><br>_____ Order Address same as Home Office Address<br>_____ Order Address same as Notice Address ( <b>check only one</b> ) |
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
|               |                      |               |                      |               |                      |               |                      |
|               |                      |               |                      |               |                      |               |                      |

|   |                      |                      |                      |                         |
|---|----------------------|----------------------|----------------------|-------------------------|
| DISCOUNT FOR PROMPT PAYMENT<br>(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 [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

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

\_\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_\_ In-State Office Address same as Notice Address (**check only one**)

**BIDDER'S CHECKLIST**  
*AVOID COMMON BIDDING MISTAKES*

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!**
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.**
- REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE 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 INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID 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.**

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

Questions:

Deadline for receipt of questions regarding this Solicitation: **10/12/23 10:00 AM EDT**

To submit questions or request additional information, send your written question/request to be received in Trident Technical College's Procurement Office no later than the date and time shown above.

Send Questions to                      Email:      procurement.questions@tridenttech.edu

Mark emails:                              Questions: Provide HVAC Water Test and Treatment  
Services for TTC - 2023  
RFQ#: 100323-941-86302-10/19/23

**SITE VISIT** (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**Date & Start Time:** Monday October 9, 2023 @ 10:00 AM EDT

**Location:** Building 910, lobby – Mabeline Road, Thornley Campus -North Charleston, SC

It is the College's desire to have all offerors at the October 5, 2023 site visit as there will be college representatives available, an alternate date may be made by appointment by contacting Stan Johnson or Andrew Johnson at 843 574-6248.

## **I. Scope of Solicitation**

MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006): 10/23/2023 – 10/22/2028.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

This is a one (1) year contract with four (1) one-year options to renew. The maximum contract period is five (5) years.

### **Scope of Services**

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

With this solicitation Trident Technical College (TTC) seeks a single contractor to provide comprehensive HVAC water testing and treatment services for HVAC equipment located on TTC's Thornley Campus in North Charleston, SC and the TTC's Palmer Campus in Charleston, SC. TTC is a two-year state of South Carolina community college located in coastal South Carolina with approximately 13,000 non resident students.

## **II. Instructions to Offerors**

### **A. General Instructions**

DEFINITIONS, CAPITALIZATION, AND HEADINGS (JUNE 2019): CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

BOARD means governing body of the State Fiscal Accountability Authority.

BUSINESS DAY means a day that is neither a Saturday, Sunday, nor a state or federal holiday.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

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.

CHIEF PROCUREMENT OFFICER means (a) the management officer for information technology, (b) the state engineer for areas of construction, architectural and engineering, construction management, and land surveying services, and (c) the materials management officer for all other procurements.

CONSTRUCTION means the process of building, altering, repairing, remodeling, improving, or demolishing a public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of an existing public infrastructure facility, including structures, buildings, or real property.

CONTRACT means all types of state agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, information technology, or construction.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the changes clause of the contract authorizes the procurement officer to order without the consent of the contractor.

CONTRACTOR means any person having a contract with a governmental body.

COST EFFECTIVENESS means the ability of a particular product or service to efficiently provide goods or services to the State. In determining the cost effectiveness of a particular product or service, procurement officer shall list the relevant factors in the bid notice or solicitation and use only those listed relevant factors in determining the award.

DATA means recorded information, regardless of form or characteristics.

DAYS means calendar days. In computing any period of time prescribed or allowed by this code or the ensuing regulations, or by any order of the Procurement Review Panel, the day of the act, event, or default from which the designated period of time begins to run is not to be included. The last day of the period computed is to be

included, unless it is a Saturday, Sunday, or a state or federal holiday, in which event the period runs to the end of the next day which is neither a Saturday, Sunday, nor such holiday.

DEBARMENT means the disqualification of a person to receive invitations for bids, or requests for proposals, or the award of a contract by the State, for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

DESIGNEE means a duly authorized representative of a person with formal responsibilities under the code.

EMPLOYEE means an individual drawing a salary from a governmental body, whether elected or not, and any non-salaried individual performing personal services for any governmental body.

GOVERNMENTAL BODY means a state government department, commission, council, board, bureau, committee, institution, college, university, technical school, agency, government corporation, or other establishment or official of the executive or judicial branch. Governmental body excludes the General Assembly or its respective branches or its committees, Legislative Council, the Legislative Services Agency, and all local political subdivisions such as counties, municipalities, school districts, or public service or special purpose districts or any entity created by act of the General Assembly for the purpose of erecting monuments or memorials or commissioning art that is being procured exclusively by private funds.

GRANT means the furnishing by the State or the United States government of assistance, whether financial or otherwise, to a person to support a program authorized by law. It does not include an award, the primary purpose of which is to procure specified end products, whether in the form of supplies, services, information technology, or construction. A contract resulting from such an award must not be considered a grant but a procurement contract.

INFORMATION TECHNOLOGY (IT) means information resources, telecommunications, and information services: INFORMATION RESOURCES means any equipment including interconnected systems or subsystems of equipment that is used in the automatic acquisition, creation, conversion, duplication, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the using agency. INFORMATION RESOURCES includes, but is not limited to, computers, ancillary equipment, including imaging peripherals, input, output, and storage devices and devices necessary for security and surveillance, peripheral equipment designed to be controlled by the central processing unit of a computer, databases, software, firmware, middleware, and application and application development software; whether owned, leased, licensed, or accessed as a service; and routine maintenance and support. DATABASE means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. SOFTWARE means computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations. For purposes of this definition, EQUIPMENT is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires its use. TELECOMMUNICATIONS means voice, data, message, and video transmissions, and includes the transmission and switching facilities of public telecommunications systems, as well as operating and network software. INFORMATION SERVICES means services provided by a contractor associated with any aspect of information resources or telecommunications, except that information services does not include information resources or telecommunications.

INFORMATION TECHNOLOGY MANAGEMENT OFFICER means the person holding the position as the head of the State Information Technology Office.

INVITATION FOR BIDS means a written or published solicitation issued by an authorized procurement officer for bids to contract for the procurement or disposal of stated supplies, services, information technology, or construction, which will ordinarily result in the award of the contract to the responsible bidder making the lowest responsive bid.

MATERIALS MANAGEMENT OFFICER means the person holding the position as the head of the materials management office of the State.

PERSON means any business, individual, union, committee, club, other organization, or group of individuals.

POLITICAL SUBDIVISION means all counties, municipalities, school districts, public service or special purpose districts.

PROCUREMENT means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, information technology, or construction. It also includes all functions that pertain to the obtaining of any supply, service, information technology, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

PROCUREMENT OFFICER means any person duly authorized by the appropriate chief procurement officer or the head of the purchasing agency to enter into and administer contracts and make written determinations

and findings with respect thereto. The term also includes an authorized representative of the governmental body within the scope of his authority.

**PUBLIC FUNDS** means any money or property owned by the State or a political subdivision thereof, regardless of form and whether in specie or otherwise.

**PURCHASING AGENCY** means any governmental body other than the chief procurement officers authorized by this code or by way of delegation from the chief procurement officers to enter into contracts.

**REAL PROPERTY** means any land, all things growing on or attached thereto, and all improvements made thereto including buildings and structures located thereon.

**REQUEST FOR PROPOSALS (RFP)** means a written or published solicitation issued by an authorized procurement officer for proposals to provide supplies, services, information technology, or construction which ordinarily result in the award of the contract to the responsible offeror making the proposal determined to be most advantageous to the State.

**SERVICES** means the furnishing of labor, time, or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. This term includes consultant services other than architectural, engineering, land surveying, construction management, and related services. This term does not include employment agreements or information services as defined in Section 11-35-310(1)(c).

**STATE ENGINEER** means the person holding the position as head of the state engineer's office.

**STATE** means state government.

**SUBCONTRACTOR** means any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with a governmental body.

**SUPPLIES** means all personal property including, but not limited to, equipment, materials, printing, and insurance.

**SUSPENSION** means the disqualification of a person to receive invitations for bids, requests for proposals, or the award of a contract by the State, for a temporary period pending the completion of an investigation and any legal proceedings that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent, or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.

**TERM CONTRACT** means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a governmental body is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multiterm contract as provided in Section 11-35-2030.

**USING AGENCY** means any governmental body of the State which utilizes any supplies, services, information technology, or construction purchased under this code.

**AMENDMENTS TO SOLICITATION (JAN 2004)** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:

**[https://www.tridenttech.edu/about/departments/proc/ttc\\_solic.htm](https://www.tridenttech.edu/about/departments/proc/ttc_solic.htm)** (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AUTHORIZED AGENT (FEB 2015)** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

**AWARD NOTIFICATION (MODIFIED)** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. (2021) [O2-2A010-1]

**BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)** By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD (JAN 2004)** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS (JAN 2004)** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation

**PROCUREMENT AGENT TTC JAN 2004 (a)** Authorized Agent. All authority regarding the conduct of 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. **(b)** Purchasing Liability. The Procurement Officer is an employee of the State 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).

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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



- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [O2-2A032-1].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

(a) You certify that, 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 a significant 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 - (MODIFIED TTC MAY 2021) -** Any offer received after the deadline for receipt of quotations shall be rejected unless the offer has been delivered to the Procurement Department at the [Procurement.Quotes@tridenttech.edu](mailto:Procurement.Quotes@tridenttech.edu) email box prior to the date and time set as the deadline for receipt of quotations. [R.19-445.2070(H)]

**DRUG FREE WORKPLACE CERTIFICATION (JAN 2004):** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE (FEB 2015):** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

**OFFEROR'S RESPONSIBILITY (TTC March 2005):** Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

**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].

NO PUBLIC OPENING: No public opening will be held for requests for quotations.

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.

PROTEST: Right to protest under Section 11-35-4210(1) of the SC Consolidated Code does not apply. RE: Small Purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

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.

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]

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]

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.].

REJECTION – TIME – TTC: The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

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

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

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

**SIGNING YOUR OFFER (JAN 2004)** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JAN 2004):** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://www.scemd.org/myscgovweb/weather.html>.

**SUBMISSION OF OFFER:** Offers must be received in the Procurement office by date and time stated on cover page. (TTC 3/05)

**SUBMISSION OF OFFER: TTC –** By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

**DISCLOSURE OF YOUR BID / PROPOSAL and 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 (1) 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 MODIFICATION TTC MAR 2015:** If you submit a 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 sent to the Procurement Office at the [Procurement.Questions@tridenttech.edu](mailto:Procurement.Questions@tridenttech.edu) email box listed on page 1 (2) Submit your offer or modification to the email address on the Cover Page. (3) The email subject line must show the solicitation number, the solicitation title, and the name of the buyer. (c) If you are responding to more than one solicitation, submit each offer in a separate email. (e) Emailed offers, modifications, or withdrawals, will be accepted but paper or fax offers, modifications or withdrawals are not allowed. [02-2A130-2]



**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**  
Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1].

**TAXPAYER IDENTIFICATION NUMBER (JAN 2004):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER (MODIFIED TTC MAY 2021)** Offers may be withdrawn by written notice received at any time before the exact time set for opening by email to the Procurement at the email address: [Procurement.Questions@tridenttech.edu](mailto:Procurement.Questions@tridenttech.edu). The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

**II. Instructions to offerors**  
**B. Special Instructions**

**Site Visit - See Page 4**

**TRIDENT TECHNICAL COLLEGE WILL NOT ACCEPT FAXED QUOTATIONS.**

**EMAIL QUOTATIONS SHALL BE SENT TO:**

**[Procurement.Quotes@tridenttech.edu](mailto:Procurement.Quotes@tridenttech.edu)**

**Include the solicitation number, solicitation, and buyer's name in the subject line**

**DO NOT SEND QUOTES DIRECTLY TO THE BUYER LISTED IN THE SOLICITATION**

OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **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 - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent or forty percent of bidder's total bid price. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D) (4), (E) (7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

## **BIDDING INSTRUCTIONS:**

**Do not alter or otherwise modify the bidding schedule. Do not add additional quotes or additional terms and conditions.**

### III. Scope of Work/Specifications

#### Definitions:

- **Contract Coordinator: The person at TTC who will handle the day-to-day functions of the contract and communicate calls for service to the contractor. That person will be identified at the contract start-up meeting.**
- **Contract Administrator: The person at TTC who will handle contractual matters and make changes and/or amendments to the contract. That person will be identified at the contract start-up meeting.**

Trident Technical College is soliciting bids for full chemical testing, treatment, inspection, maintenance, and consultation service for HVAC water systems of the college. This solicitation solicits one single contractor to be responsible for supplying all labor, supplies, materials, and equipment necessary to provide full chemical testing, treatment, inspection, maintenance, and consultation service for the water systems in twelve (12) buildings on the Thornley Campus located at 7000 Rivers Avenue, N. Charleston, SC and the systems located in the Palmer Campus located at 66 Columbus Street, Charleston, SC.

These specifications include provisions for complete and efficient service, including all reasonable and necessary labor, supervision, equipment, and supplies to keep the contracted areas clean and properly supplied.

**See attachment “A” for list of locations and equipment covered by this solicitation.**

## **WATER TREATMENT**

### **GENERAL REQUIREMENTS**

- A. The contractor shall provide a comprehensive water treatment program including complete water analysis, chemicals, testing equipment, and consulting services for the following systems.
  1. Condensers and Cooling Towers Water Systems
  2. Chilled/Hot Water Systems

### **SERVICE LEVEL AND RESPONSIBILITIES**

- A. The contractor shall have a qualified Service Representative on-site at the facilities within ten (10) working days after award of contract to test and treat all HVAC and closed loop systems to bring to required limits. All systems are to be assumed as being un-treated. The Service Representative will then make two (2) service visits per month (first and third weeks) for the first two (2) months and service visits at least once per month to analyze water samples, inspect the equipment, make recommendations for



continued application of the products, and maintain all HVAC and closed loop systems within operating chemical limits. Per the quotation schedule, HVAC water testing and treatment shall be accomplished per specifications once a month and closed loop systems testing and treatment shall be accomplished once a quarter.

- B. Additional service visits required to correct or remediate a contractor error shall be at no cost to the college. Additional service visits, as requested by the contract coordinator, after the regular monthly service visits that are not to correct or remediate a contractor error will be at the rates indicated on the bidding schedule.
- C. Contractor shall prepare and submit a service report and submit to the College's Contract Coordinator within twenty-four (24) hours of service call and shall include all required test results, chemicals used, and recommendations for continued systems operation.
- D. All materials and replacement parts shall be new and compatible for use in the College's systems.

### **TECHNICAL SPECIFICATIONS**

#### **GENERAL:**

- A. Work covered by these specifications consists of providing all water treatment chemicals, consulting services, testing, technical services, equipment and materials necessary for the work herein called for.
- B. Consultation services are considered a part of the scope of work of this contract. Consultation services shall include:
  - 1. Review of test results and any discrepancies or problems discovered during inspections/service calls.
  - 2. Contractor's recommendations to resolve the discrepancies or problems,
  - 3. Any suggestions by the contractor to improve the overall efficiency and effectiveness of the HVAC water chemical treatment program.

**\*\*\* Note: Any requests for consultation services outside the scope of work of this contract shall be provided at the rates provided on the bidding schedule.**

- C. All materials furnished by the contractor shall be new, and both workmanship and materials shall be of good quality.
- D. Contractor shall be available, on request by the College's Contract Coordinator, for visual inspections of the HVAC equipment watersides, (Boilers, Cooling and Condensing Towers, Chiller Condensers) when systems are open for cleaning. Contractor shall provide a written report of conditions and any recommendations to the Contract Coordinator within five (5) working days of completion of service.
- E. Offeror shall have on staff and maintain through-out the life of the contract a chemist and microbiologist to analyze results of testing. (If offeror will outsource the work performed by the chemist and/or microbiologist, offeror shall identify the service provider and provide evidence of compliance to specified requirements as requested in

Section IV.)

**BASIC SERVICES**

- A. Routine Services: Contractor shall provide year-round, minimum monthly service including consulting and cooling water analysis for conductivity (TDS), “M/O” Alkalinity, Hardness, Silica, pH, as well as scale and corrosion inhibitor levels. Any additional visits required shall be at no additional cost to the college.
- B. Systems shall be treated to maintain the following limits:
  - 1. Conductivity            1200 – 1400 umhos
  - 2. Alkalinity                100 – 200 ppm
  - 3. Hardness                 <350 ppm
  - 4. Silica                     <150 ppm
  - 5. Ph.                        7.0 – 9.0
- C. Closed systems shall be analyzed at least quarterly for nitrite and conductivity.
  - 1. Nitrite                    500 – 800 ppm
  - 2. Conductivity            1000 – 2000 umhos
  - 3. Ph.                        8.0 – 10.0
- D. All systems containing glycol will be tested quarterly to determine freezing point. Testing will be by glycol refractometer. Contractor **is not** responsible for maintaining proper glycol concentration. Glycol concentrations will be maintained by others.

Contractor shall prepare a legible, hand-written, or computer-generated report at the conclusion of each visit showing all test results and providing recommendations for continued systems operations. Contractor shall submit reports to the Contract Coordinator within twenty-four (24) hours of completion of service.

**TREATMENT PROGRAM – CONDENSER WATER SYSTEMS**

- A. Contractor shall provide a single product for the cooling water treatment program with scale inhibitors, corrosion inhibitors, and bio dispersant. The product shall contain at a minimum PBTC/HEDP phosphonate for scale inhibition, benzotriazole or tolytriazole as a copper corrosion inhibitor and polymer.
- B. Contractor shall maintain cycles of concentration in the range of 6-7 for efficient operation and cost-effective conservation of water and treatment chemicals. The contractor shall be ultimately responsible for using the make-up water analysis to make this determination and prove that the proposed chemistry can provide proper system protection given make-up water quality.
- C. The contractor shall provide a biocide program consisting of an oxidation type biocide.

**TREATMENT PROGRAMS – CHILLED WATER SYSTEMS**

- A. Contractor shall provide a single product treatment. This product shall contain at least tolytriazole as a copper corrosion inhibitor, nitrite and caustic as a ferrous metal inhibitor, and a polymeric dispersant.
- B. The product furnished shall not contain molybdate as a ferrous metal inhibitor.

- C. Chilled loops must maintain 500 ppm nitrite at a minimum.
- D. Contractor shall use a non-oxidizing biocide in the event sterilization of the chilled water systems is required per the guidelines outlined in the Quality Results Assurance section.

### **TREATMENT PROGRAMS – QUALITY RESULTS ASSURANCE**

- A. The condenser water program shall be capable of maintaining a corrosion rate of less than 2.0 mils per year for mild steel and less than 0.2 mils per year for copper in the cooling water system. These rates shall be verified with corrosion coupon racks provided and installed by the contractor. Condenser water coupons must be analyzed two (2) times per year (June and December) with a minimum 90-day system exposure. **Contractor shall provide a report of the coupon analytical results to the Contract Coordinator within thirty (30) days of completion of service.**
- B. The Contractor shall maintain condenser water microbiological growth levels below 100,000 cfu's/ml for aerobic bacteria and 10 cfu's/ml for anaerobic bacteria. Contractor shall determine these levels with aerobic bacteria dip slides and anaerobic bacteria tests provided by the Contractor and performed on-site by the Contractor bi-monthly. Also, the Contractor shall perform detailed microbiological culturing off-site at the Contractor's own analytical laboratory twice per year (June and December). The Contractor shall provide a report of the off-site analytical results to the Contract Coordinator within thirty (30) days of completion of service.
- C. The Contractor shall maintain chilled water microbiological growth below 10,000 cfu's/ml for aerobic and 10 cfu's/ml for anaerobic bacteria. The Contractor shall perform detailed microbiological culturing at the Contractor's own analytical laboratory annually (June) to determine these levels. **The Contractor shall provide a written report to the Contract Coordinator within thirty (30) days of completion of service.**

### **CHEMICAL CONTAINERS**

The condenser water chemicals must be provided in corrosion resistant holding containers provided by Contractor. It is the Contractor's responsibility to safely transfer material from a DOT approved transport container to the holding container. The corrosion resistant holding containers must be contained within corrosion resistant containment basins to catch potential chemical spills. All units must have a sight glass installed to determine product inventory.

### **EQUIPMENT LIST**

Equipment listed below shall be furnished, installed, and maintained by Contractor. All equipment shall be furnished new (No used equipment will be allowed). **Contractor furnished equipment shall be compatible with electrical characteristics of existing building electrical supply.**

- A. **Corrosion Coupon Racks (2 Ea.):** One inch PVC corrosion coupon racks with isolation valves, visual 5-21 gpm flow determination, and ports for at least one mild steel and one copper coupon complete with coupons must be provided for each condenser water system.
- E. **Cooling Tower Controllers (2 Ea.):** Controller shall be capable of

controlling conductivity, blow down and biocide feed. The biocide feed must include pre-bleed and lockout capabilities as well as a programmable 28-day schedule. The controller must sense flow and prevent operation in no-flow conditions and include a manual on-off-auto switch for conductivity, pH, blow-down, and biocide. The controller must include visual indications of power, flow, conductivity, alarms, blow down, and chemical feed.

- F. **Chemical feed pump (4 Ea.):** Contractor shall provide pumps for each liquid condenser water chemical being fed. Pumps must be compatible with specified controllers. The pumps shall be sized to deliver adequate dosage in appropriate time so as not to hinder the performance of the chemical. Chlorine/Bromine pumps shall have automatic degassing heads for off-gassing chemical.

### ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

1. The contractor accepts the institutional systems and components (Attachment 1) in an “as is” condition and is fully responsible for the chemical testing and treatment of the systems as of the effective date of this contract.
2. Contractor is herewith restricted from the use of institutional facilities for any purpose other than to provide contracted services unless expressly approved in writing by the College’s procurement Office.
3. Contractor shall reimburse the College for the amount of any damage to institutional equipment, buildings, or premises caused by the contractor, its employees, agents, or equipment.
4. The Contractor will be responsible for all technical and safety training of its employees to insure that approved safety practices, precautions, and safe work habits are fostered and maintained. All work areas will be kept clean. The Contractor will properly dispose of all trash, packing materials and debris.
5. The Contractor will provide and maintain updated copies of Safety Data Sheets (SDS) of all chemicals used in the performance of this contract to the offices of Facilities Management and Public Safety on each campus. Copies are to be maintained by the Contractor in all areas where materials and chemicals are stored.
6. Contractor warrants to the College that all work performed will be performed professionally and consistent with industry practice and standards for HVAC water testing and treatment.
7. The Contractor agrees to employ and supervise all labor and management necessary for the efficient and effective operation inspection, upkeep, repair and replacement of contracted systems and services satisfactory to the College. The College reserves the right to screen, and Contractor agrees to honor the recommendations of the College with respect to the employment or retention of employees on the College Campus and other facilities. All employees of the Contractor shall comply with the rules and regulations with respect to personal hygiene and conditions of work as established or promulgated by State Department of Health and any other governmental agencies; shall maintain proper conduct of their employees; pay such employees in compliance with the Fair Labor Standard Act and any other applicable statutes.

8. The Contractor shall comply with all applicable provisions of Federal, State and Local laws, ordinances and regulations and shall procure all licenses or permits and pay required fees and taxes necessary to lawfully operate such services upon college premises.
9. The Contractor shall consult the academic calendar each year and shall meet with college's Contract Coordinator for the purpose of providing required major down-time inspections and repairs during the College's holidays, breaks and vacations.
10. The Contractor agrees that it shall be the distinct obligation of the Contractor and of all persons connected with the Contractor under this contract, not to involve the College in any labor disputes. In the event of such a labor dispute, the College reserves the right to cancel the contract.
11. Contractor's employees shall wear an identification badge or uniform provided by the Contractor while on the premises.
12. The Contractor shall be responsible for the security of all keys provided for access. In the event of loss or negligent exposure of keys to the risk of breaking security, the Contractor shall be responsible at the option of the College for remuneration to the College for the actual cost of necessary re-keying of affected areas. The College shall be the sole arbiter of the need to re-key in this instance.
13. The Contractor shall be responsible for controlling access to the buildings and areas unlocked by Contractor's personnel for service during evening and other times when the College is closed for normal business. If theft, vandalism, or other damage results from unauthorized access to building not properly secured after entry, the Contractor shall be held responsible for such theft and damage at the sole discretion of the College. The Contractor shall follow the key policy set forth by the College.
14. Access to the campuses shall be available for contracted maintenance activities during normal business hours (7:00 AM – 5:00 PM Monday – Friday excluding holidays and scheduled school closings). All work schedules will be coordinated with the Contract Coordinator.
15. The College shall provide reasonable access to HVAC chemical water treatment systems to permit proper maintenance programs to be implemented and accomplished.
16. In the event the Contractor has any complaint, such complaint shall be referred to the Contract Coordinator. The Contract Coordinator will be identified at the pre-performance meeting.
17. Additions and deletions to services and/or equipment which may occur during the period of this contract may be negotiated with Contractor based on hourly rates and material discounts stated on bid sheet.
18. The Contractor will invoice the College monthly for services rendered. The College shall pay properly submitted invoices within thirty (30) days of date of submission. Invoices must cite the appropriate purchase order number and service reports.

DELIVERY / PERFORMANCE LOCATION – SPECIFIED JAN 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

1. Trident Technical College, Thornley Campus, 7000 Rivers Ave., North Charleston, SC 29406
2. Trident Technical College, Palmer Campus, 66 Columbus Street, Charleston, SC 29403

QUALITY – NEW (TTC 2013): All items used in repair or replacement must be new.

#### IV. Information for Offerors to Submit

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

MINORITY PARTICIPATION (DEC 2015):

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

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

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

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

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

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

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

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

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

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

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

RECYCLED PRODUCT (JAN 2006): Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research

[ ] Yes [ ] No (Items: \_\_\_\_\_)

If the above applies to more than one item, please indicate above. [04-4025-1]

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

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to “Standard Clauses & Provisions.” [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015): (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

- Offer shall currently be in the business of providing HVAC water chemical testing and treatment services (See Vendor Certification attachment)
- Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in **Section III C “Scope of Work/Specifications” “Additional Mandatory Terms”** above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform.

Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. Award Criteria**

**AWARD CRITERIA - (JAN 2006):** Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

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

**UNIT PRICE GOVERNS (JAN 2006):** In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. Terms and Conditions**

### **A. General**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

**BANKRUPTCY - GENERAL (FEB 2015)** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement



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

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

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

**DISCOUNT FOR PROMPT PAYMENT (JAN 2006)** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation,

contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015) Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

### **ORGANIZATIONAL CONFLICT OF INTEREST (APR 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 Organizational Conflicts of Interest PGI, page 32 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 2015) (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court,

despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

**SURVIVAL OF OBLIGATIONS (JAN 2006):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

**TAXES (JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. . [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**

**ADDITIONS/DELETIONS:** The College shall have the right to make additions to and /or deletions from the contract as necessary. Any change orders to the contract must be communicated in writing between the contractor and the College Purchasing office and must be approved by the State Materials Management Office prior to implementation.

**CHEMICALS AND OTHER HAZARDOUS MATERIALS:** Chemicals and other hazardous materials will be properly labeled, and Safety Data Sheets (SDS) will be provided when shipping such materials to the College. Vendors are required to send updated SDS sheets when properties of materials are changed and/or physical and health instructions become different.

**CLEAN UP:** The Contractor shall keep the work areas clean and free from any accumulation of trash or debris during the performance of service. At the completion of the work the entire facility and premises shall be left clean. The contractor shall remove from the premises all accumulations of trash and other materials which it generated.

**COMPLIANCE WITH LAWS (JAN 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

**CONFERENCE – PRE-PERFORMANCE (JAN 2006):** Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Trident Technical College, Director of Procurement, P O Box 118067, Charleston, SC 29423.

**CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS:** Any change orders, alterations, amendments, or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the buyer responsible for this solicitation, at the phone number and address shown on the cover page.

**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.

**DEFAULT – SHORT FORM (JAN 2006):** The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

**DELIVERIES SHALL BE FOB DESTINATION, FREIGHT PREPAID.** It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the College. Any claim for loss or damage shall be between the contractor and the carrier.

**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. [07-7B080-2]

**FORCE MAJEURE: -TTC** 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.

**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]

**ILLEGAL IMMIGRATION (NOV 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with

Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

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

PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI "Other Goods & Services" (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). [07-7B175-1]

PROTECTION OF ADJACENT WORK: The Contractor shall protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the Contractor shall be repaired and restored to original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work. This shall apply to damage done to the buildings and other interior or exterior structures as well as any landscaping resulting directly from the execution of this contract.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The state of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the state will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint ventures of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**RESTRICTIONS/LIMITATIONS:** No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract

**SAVE HARMLESS:** The successful offeror shall indemnify and save harmless the state of South Carolina and all state officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. Offeror shall have no liability to the state if such patent; trademark or copyright infringement or claim is based upon the offeror's use of material furnished to the offeror by the state.

**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).

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor on which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

**TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006):** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

**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 one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT -- OPTION TO RENEW (FEBRUARY 2021)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(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.

**VIII. Quotation Schedule**

RFQ#: 100323-941-86302-10/19/23

QUOTATION SCHEDULE

Unit price shall be shown.

Complete the following:

| <b>LOT 1</b> |         |  |                     |          |
|--------------|---------|--|---------------------|----------|
| Item No.     | Qty U/M | Description  | Unit Price          | Total    |
| 1            | 2 Mo.   | HVAC Water testing and treatment per specifications 2 times per week for first two months.<br><br>SC Resident Contractor Preference: _____<br><br>SC Resident Sub-contractor Preference (2%): _____<br>Number of sub-contractors claimed: _____<br><br>SC Resident Sub-contractor Preference (4%): _____<br>Number of sub-contractors claimed: _____ | \$ _____            | \$ _____ |
| 2            | 10 Mo.  | HVAC water testing and treatment Per specifications – remaining 10 Months.<br><br>SC Resident Contractor Preference: _____<br><br>SC Resident Sub-contractor Preference (2%): _____<br>Number of sub-contractors claimed: _____<br><br>SC Resident Sub-contractor Preference (4%): _____<br>Number of sub-contractors claimed: _____                 | \$ _____            | \$ _____ |
| 3            | 4 Qtr.  | Closed loop systems testing and treatment Per specifications<br><br>SC Resident Contractor Preference: _____<br><br>SC Resident Sub-contractor Preference (2%): _____<br>Number of sub-contractors claimed: _____<br><br>SC Resident Sub-contractor Preference (4%): _____<br>Number of sub-contractors claimed: _____                               | \$ _____            | \$ _____ |
|              |         |  | <b>Lot 1 Total:</b> | \$ _____ |

**Additional cost information (Not used in evaluation)**

A. Hourly rates for additional consultations (off contract) as requested by the College:

Regular hours: \$ \_\_\_\_\_/hr. (7:00AM – 5:00PM M-F)

Overtime hours: \$ \_\_\_\_\_/hr. (other than reg. hours and weekends).

B. Rate for additional service calls (after initial services and regular monthly/quarterly service) as requested:

\$ \_\_\_\_\_ / service call (7:00AM – 5:00PM M-F)

\$ \_\_\_\_\_ / service call (other than reg. hours and weekends).

C. Discount for equipment purchases or materials: \_\_\_\_\_% discount off list price.

**IX. Attachments to Solicitation**

- 1. Vendor Certification**
- 2. Nonresident Taxpayer Registration Affidavit Income Tax Withholding**
- 3. Open Trade Representation**
- 4. Equipment List (Attachment A)**
- 5. Bidder References**

## Vendor Certification Statements

SC Certified Minority Vendor:    Y  N  S.C. Cert #: \_\_\_\_\_

**Please Check appropriate line:**

I certify that I: \_\_\_\_\_ **AM** currently in the HVAC water systems treatment and testing business.

\_\_\_\_\_ **AM NOT** currently in the HVAC water systems treatment and testing business.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

I certify the employees that will perform the services have been properly and adequately trained to operate the equipment and perform the services as specified.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

## 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.

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

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

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

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

**OPEN TRADE REPRESENTATION**

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

|   |                         |
|---|-------------------------|
| <i>Vendor Name (Printed)</i>                    | <i>State Vendor No.</i> |
| <i>By (Authorized Signature)</i>                | <i>Date Executed</i>    |
| <i>Printed Name and Title of Person Signing</i> | <i>[Not used]</i>       |

**ATTACHMENT A  
Equipment List for Chemical Treatment**

| Building # | Equipment            | Capacity   | Notes                                 |
|------------|----------------------|------------|---------------------------------------|
| Bldg. 100  | Chiller              | 209 Tons   |                                       |
| Bldg. 100  | Boiler               | 1.7 MBTUH  |                                       |
| Bldg. 200  | Boiler               | 2.68 MBTUH |                                       |
| Bldg. 300  | Chiller              | 250 Tons   | GLYCOL Ice system for bldg. 200 & 300 |
| Bldg. 300  | Boiler               | 1063 MBTUH |                                       |
| Bldg. 400  | Chiller              |            | Air rotation unit                     |
| Bldg. 410  | Chiller              | 90 Tons    | GLYCOL                                |
| Bldg. 410  | Chiller              | 90 Tons    | GLYCOL                                |
| Bldg. 500  | Chiller              | 160 Tons   |                                       |
| Bldg. 500  | Boiler               | 2093 MBTUH |                                       |
| Bldg. 510  | Chiller              | 170 Tons   |                                       |
| Bldg. 510  | Boiler               | 1470 MBTUH |                                       |
| Bldg. 630  | EvapCooler/Condenser | 2.3 MBTUH  | Evapco cooling tower                  |
| Bldg.630   | Boiler               | 825 MBTUH  |                                       |
| Bldg. 630  | Boiler               | 961 MBTUH  |                                       |
| Bldg. 800  | Chiller              | 180 Tons   | Also serves bldg. 700                 |
| Bldg. 800  | Boiler               | 1.6 MBTUH  | Also serves bldg. 700                 |
| Bldg. 800  | Cooling Tower        |            | Also serves bldg. 700                 |
| Bldg. 910  | Chiller              | 125 Tons   |                                       |
| Bldg. 910  | Ice Storage System   |            | GLYCOL                                |
| Bldg. 920  | Chiller              | 125 Tons   | Phase 1                               |
| Bldg. 920  | Chiller              | 250 Tons   | Phase 2                               |
| Bldg. 920  | Chiller              | 250 Tons   | Phase 2                               |
| Bldg. 920  | Boiler               | 880 MBTUH  | Phase 2                               |
| Bldg. 920  | Boiler               | 880 MBTUH  | Phase 2                               |
| Bldg. 920  | Boiler               | 880 MBTUH  | Phase 2                               |
| Bldg. 920  | Boiler               | 880 MBTUH  | Phase 2                               |
| Bldg. 920  | Boiler               | 880 MBTUH  | Phase 2                               |
| Bldg. 920  | Boiler               | 880 MBTUH  | Phase 2                               |
| Bldg. 920  | Chiller              | 250 Tons   | Phase 3                               |
| Bldg. 920  | Boiler               | 888 MBTUH  | Phase 3                               |
| Bldg. 920  | Boiler               | 888 MBTUH  | Phase 3                               |
| Bldg. 950  | Chiller              | 120 Ton    |                                       |
| Bldg. 950  | Boiler               | 800 MBTUH  |                                       |
| Bldg. 950  | Boiler               | 800 MBTUH  |                                       |
| Bldg. 950  | Boiler               | 1063 MBTUH |                                       |
| Palmer     | Boiler               | 1441 MBTUH |                                       |
| Palmer     | Chiller              | 120 Ton    |                                       |
| Palmer     | Chiller              | 120 Ton    |                                       |



## BIDDER INFORMATION

### References:

Supply three (3) references of entities preferably educational institutions for whom bidder has provided similar products and services during the last two (2) years:

|                                 |  |
|---------------------------------|--|
| 1. Agency or Firm Name:         |  |
| Business Address:               |  |
| Mailing Address:                |  |
| Contact Person:                 |  |
| Telephone:                      |  |
| Email address:                  |  |
| Type of Services                |  |
| Dates(s) when services provided |  |
| 2. Agency or Firm Name:         |  |
| Business Address:               |  |
| Mailing Address:                |  |
| Contact Person:                 |  |
| Telephone:                      |  |
| Email address:                  |  |
| Type of Services:               |  |
| Dates(s) when services provided |  |
| 3. Agency or Firm Name:         |  |
| Business Address:               |  |
| Mailing Address:                |  |
| Contact Person:                 |  |
| Telephone:                      |  |
| Email address:                  |  |
| Type of Services:               |  |
| Dates(s) when services provided |  |