DESCRIPTION: Provide Hazardous Materials Collection, Transportation, and Disposal Services for TTC 2015

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

SUBMIT OFFER BY (Opening Date/Time): **07/09/15 @ 2:00 PM EST**

QUESTIONS MUST BE RECEIVED BY: **06/29/15 @ 3:00 PM EST**

NUMBER OF COPIES TO BE SUBMITTED: 1

<table>
<thead>
<tr>
<th>MAILING ADDRESS:</th>
<th>PHYSICAL ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trident Technical College</td>
<td></td>
</tr>
<tr>
<td>Procurement Office</td>
<td></td>
</tr>
<tr>
<td>PO Box 118067</td>
<td></td>
</tr>
<tr>
<td>Charleston, SC 29423</td>
<td></td>
</tr>
<tr>
<td>Fax: 843 574-6395</td>
<td></td>
</tr>
</tbody>
</table>

CONFERENCE TYPE: Pre-bid meeting (Not mandatory)

DATE & TIME: Thursday, June 25, 2015 @ 2:30PM EDT

LOCATION: TTC Main Campus

B940-G / Rm. 112

2050 Mableine Rd. N. Chas SC 29406

See "Submitting Your Offer" provision

AWARD & AMENDMENTS

Award will be posted at the Physical Address stated above on **07/20/15**. The award, this solicitation, and any amendments will be posted at the following web address: [http://www.tridenttech.edu/procurement.htm](http://www.tridenttech.edu/procurement.htm)

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY: (Check one)

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

AUTHORIZED SIGNATURE

(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 (See "Signing Your Offer" provision.)

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.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

COVER PAGE MMO (JAN. 2006)
## HOME OFFICE ADDRESS
(Address for offeror's home office / principal place of business)

<table>
<thead>
<tr>
<th>Address:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>-</th>
<th>Number</th>
<th>-</th>
<th>Extension</th>
<th>Facsimile</th>
<th>E-mail Address</th>
</tr>
</thead>
</table>

## NOTICE ADDRESS
(Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

<table>
<thead>
<tr>
<th>Address:</th>
<th></th>
</tr>
</thead>
</table>

## PAYMENT ADDRESS
(Address to which payments will be sent.)
(See "Payment" clause)

- Payment Address same as Home Office Address (check only one)
- Payment Address same as Notice Address (check only one)

## ORDER ADDRESS
(Address to which purchase orders will be sent)
(See "Purchase Orders and "Contract Documents" clauses)

- Order Address same as Home Office Address (check only one)
- Order Address same as Notice Address (check only one)

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

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
</tr>
</thead>
</table>

## DISCOUNT FOR PROMPT PAYMENT
(See "Discount for Prompt Payment" clause)

- 10 Calendar Days (%)
- 20 Calendar Days (%)
- 30 Calendar Days (%)
- _____ Calendar Days (%)

## PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [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 (check only one)
- In-State Office Address same as Notice Address (check only one)
I. Scope of Solicitation
II. Instructions to Offerors
   A. General Instructions
   B. Special Instructions
III. Scope of Work / Specifications
IV. Information for Offerors to Submit
V. Qualifications
VI. Award Criteria
VII. Terms and Conditions
   A. General
   B. Special
VIII. Bidding Schedule / Cost Proposal
IX. Attachments to Solicitation
Questions:

Deadline for receipt of questions regarding this Solicitation: Monday, June 29, 2015 @ 3:00PM 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:  Mail:  Trident Technical College
Mail:  Procurement Department
Procurement Department
PO Box 118067
Charleston, SC 29423
Attn: Robert E. Tyner, C.P.M.

Email: procurement.questions@tridenttech.edu
Fax: 843 574-6395

Mark Envelopes, faxes or emails::  Questions: IFB# 061115-926-36305-07/09/15

Provide Hazardous Materials Collection, Transportation, and Disposal Services for TTC 2015
I. **Scope of Solicitation**

**MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): 08/15/15 – 08/14/20**

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".

**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.

**Type of Contract**

A contract or contracts will be awarded by the Trident Technical College Procurement office for the period indicated and in accordance with the provisions and conditions of this solicitation.

II. **Instructions to Offerors**

A. **General Instructions**

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

AWARD NOTIFICATION (NOV 2007) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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.

BOARD AS PROCUREMENT AGENT (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 Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

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

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

(a) By submitting an offer, the offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 non-responsible.

(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.


COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): 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). (Applicable only to offers submitted on paper.)

2A045.5 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011) You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

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

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any offer received after the deadline for receipt of quotations shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the date and time set ad the deadline for receipt of quotations. [R.19-445.2070(H)]

DEFINITIONS (JAN 2004) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITION ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.
BOARD – means the South Carolina Budget & Control Board.
BUYER – means the Procurement Officer.
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.
CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”
CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.
COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

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

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

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

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

DUTY TO INQUIRE (JAN 2004) 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention.

OFFEROR’S RESPONSIBILITY: 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. (TTC 03/05)

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in your price that the State may be required to pay.

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

PUBLIC OPENING (JAN 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (JAN 2004): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer.
no later than five (5) days prior to opening unless otherwise 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. 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. (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.

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 (JAN 2004)

(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.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.

SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
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 (JAN 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085

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

B. Instructions to Offerors – B Special Instructions

CONFERENCE – PRE-BID (Not mandatory) (TTC 2006): Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

TRIDENT TECHNICAL COLLEGE WILL NOT ACCEPT FAXED QUOTATIONS

CLARIFICATION (NOV 2007) Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

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

PROTEST – CPO - MMO ADDRESS (June 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mno.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
PROTEST – TTC – Send a copy of any protest filed with the Chief Procurement Officer as instructed above to the Director of Procurement, Trident Technical College, PO Box 118067, Charleston, SC 29423 or fax to: 843 574-6395.

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. 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 nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, 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 the 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 persons 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 YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

Bidding Instructions:

1. Bid as specified only.
2. Unit costs must include all materials, labor, supervision, transportation costs, licenses, permits, and disposal fees.
3. Do not add to or otherwise modify the bidding schedule.

III. Scope of Work/Specifications

Offeror must comply with the following and any attached specifications in providing the goods or services defined herein.

Definitions:

Site Coordinator: The TTC employee located on each campus location that will sign the manifest provided by the contractor at time of pick-up of wastes. These persons will be identified at the contract start-up meeting.
Introduction

The purpose of this solicitation is to solicit offers from experienced licensed contractors to dispose of hazardous waste materials located at Trident Technical College Main, Palmer, and Berkeley campuses. Offerors must have facilities, or access to facilities, and the ability to transport, dispose of, treat, and otherwise manage a full range of hazardous materials in a lawful manner. Offerors must provide a full range of waste management services including, but not necessarily limited to: collection, packaging, consolidation, transportation and disposal with calls made against an annual contract on an “as-needed” basis.

The hazardous materials on site at TTC may consist of but not be limited to the following:

I. Lab packs:
   A. Routine (secure, landfill) Phosphate, Sulfates, Base Compounds
   B. Treatment
      Mercury compounds
   C. Incineration
      F-listed Solvents, cyanides, sulfides
   D. LabPack Consolidation
      Special pesticides, poisons
   E. LabPack Consolidation
      Routine Solvents (Chlorinated & non-chlorinated) Organic compounds

II. Unknowns
   Routine Solvents (Chlorinated and Non-chlorinated) organic compounds

III. Reactives
   F-listed Solvents, cyanides, sulfides

IV: Other
   Photo chemicals
   Lead shielding from X-rays (used)
   Small compressed gas cylinders
   Hydraulic oil and oil based wasstes
   Preserved specimens

Scope of Work

The Contractor shall:

1. Identify chemicals known and unknown, prepare and transport them for ultimate legal disposal. Types of materials for disposal include, but are not limited to, pesticides, industrial solvents, herbicides, organics, photo chemicals, and heavy metals.

2. Provide all materials required on-site to properly package waste streams for transportation and disposal. (See bidding instructions).

3. Assist the College, when requested, in the preparation of all required Federal, State, and Local documentation and reports as may be required during the term of the contract. These documents and reports may include, but not be limited to:
   - SC DHEC waste generator reports.
   - US or SC DOT requests for information.
   - State and/or local agency requests for information.
4. Remove items within (10) ten calendar days after requested to do so. Pick up arrival times will be 8:30 AM to 5:00 PM. Additional times may be allowed at the discretion of the College.

5. Remove extremely hazardous items within (48) forty-eight hours, should the College discover extremely hazardous items and request an emergency response.

6. Assume full liability for the proper and legal handling, transportation, and storage of any hazardous waste. The College will not allow any mixing or consolidation of chemicals on College site.

7. Notify the College in writing of any and all changes to packaging requirements which occur during the term of the contract, and provide all pursuant documentation.

8. Assign an account representative who shall function as the primary contact point for College personnel.

9. Provide a 24/7/365 telephone number for emergency calls.

PERSONNEL TRAINING REQUIREMENTS

The Contractor shall:

10. Ensure that all personnel involved in the handling, packaging and transportation of items handled in the performance of this contract are trained in hazardous waste handling and emergency procedures as required by local, state and federal laws and regulations.

11. Ensure that all personnel involved in the handling, packaging and transportation of items handled in the performance of this contract are trained in the areas of spills, burns and general first aid procedures as required by local, state and federal laws and regulations.

12. Provide copies of any applicable certifications, licenses, permits or other training documentation upon request by the college.

13. Maintain all applicable employee certifications and required training throughout the term of the contract.

DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The Contractor shall:

1. Provide transportation in accordance with DOT hazardous materials Regulations 49 CFR 100-199, Contractor shall comply with state and local requirements including obtaining all necessary permits, licenses and approvals. Contractor shall maintain all necessary permits, licenses, and approvals throughout the term of the contract.

2. Identify the waste disposal method for each class of waste before removal from all locations.

3. Comply with all requirements of Local, State, and Federal regulatory agencies governing the packaging, transporting and disposal of hazardous waste materials. The contractor shall follow any State or Federal requirements that are more restrictive.

4. Supply employees with Personal Protective Equipment (PPE) as appropriate for the work of packing and loading hazardous wastes.

SAFETY REQUIREMENTS

The contractor shall:

1. Comply with all applicable state, federal and local ordinances and regulations. Contractor agrees that his personnel and equipment are subject to health and safety inspections by the College while on the College’s site.
2. Obtain without additional expense to the college, all necessary licenses and permits required in connection with the performance and completion of the work. Contractor shall maintain all licenses and permits throughout the term of the contract.

3. Use proper safety and health precautions to protect the work, the workers, the public and the property of others.

4. Be solely responsible for any and all spills or leaks caused by the contractor that may occur resulting from the performance of this contract. Contractor agrees to clean up such spills or leaks to the satisfaction of the College in a manner which satisfies the applicable State, Federal and Local laws and regulations at no cost to the College.

SPILL REPORTING REQUIREMENTS

The Contractor shall:

Be responsible for reporting all spills, regardless of quantity, and all personnel exposure to the College’s Public Safety Office (PH: 574-6052) within 15 minutes of the spill or exposure event. This office is staffed 24/7/365. Contractor shall make these reports immediately, first by telephone following the incident and shall follow up in writing no later than five (5) working days after the initial telephone report. When reporting a spill, contractor shall furnish the following information:

1. Item spilled (identification, quantity, and manifest number).
2. Whether amount spilled is EPA/State reportable. If reportable, Contractor shall send a copy of the report to the College no later than five (5) days after the incident.
3. Exact location of spill.
4. Containment procedures initiated.
5. Anticipated clean-up and disposal procedures.
6. Disposal location of spill residue.

DISPOSAL

The Contractor shall:

Dispose of hazardous waste by a method that will leave no future potential expense to the College or the State of South Carolina. Contractor shall hold harmless and indemnify the College and the State of South Carolina in the event that either the College or the State incurs additional expense as a result of the Contractor’s disposal of the hazardous waste.

Disposal of wastes collected shall be accomplished by the appropriate process for the particular waste stream as detailed below:

1. Recycling of specific chemicals to another party other than the College for future use.
2. Processing of the chemical waste at a facility approved for such processing by the appropriate State or Federal agency in a manner than renders it no longer a hazardous waste as defined in CFR 40, Parts 190 to 399. These processes would include (but not be limited to) chemical treatment such as neutralization or detoxification; thermal treatment, such as incineration or pyrolysis and reprocessing or recovery followed by recycling/reuse.
3. The long term internment (burial) in a facility approved for such by the appropriate State or Federal Agency.

Acceptance of hazardous property (chemical wastes) at a properly permitted treatment, storage or disposal facility (TSDF) does not meet the definition of disposal under the contract. It is the contractor’s responsibility to obtain all necessary documentation to prove that the disposal of all items (as defined in this contract) has been accomplished. This documentation shall be attached to the manifests and submitted with, or prior to, the invoices. A Certificate of Disposal shall be required for all Polychlorinated BiPhenyl (PCB) waste.

REPORTING AND DOCUMENTATION

The Contractor shall:

1. Complete all manifests and shipping papers, including any notifications or other documentation required by Federal, State, or local authorities or disposal facilities.
2. Provide completed records or documents to the College at the time of shipment.
3. Provide documentation attesting that all wastes have been treated and/or disposed in the form of manifests or other certified forms signed by the treatment or disposal facility.

4. Provide the College with completed manifests within thirty (30) days and a certificate of final disposal of waste including disposal site location within six (6) months of date of initial collection of wastes.

5. Maintain and provide, as necessary, all packaging, labeling, marking, sorting, manifesting, placarding, and transporting supplies with each shipment.

6. Package waste in accordance with applicable state, federal, and local requirements. Waste collected by the contractor for disposal and returned to TTC by any party due to improper packaging will be processed and handled at Contractors cost. Contractor shall be liable for and pay any fines issued to the College due to improper packaging and shipment of waste.

7. Segregate all items collected in the performance of this contract and keep physically separate from other entities collected or stored wastes until delivery to the initial treatment, storage or disposal facility (TSDF). Contractor shall label the items so that they are readily identified to this contract throughout this period. In addition, contractor shall ensure that there is a clear audit trail for all items collected at TTC from time of collection until final disposition or disposal.

8. If the contractor should lose any permits and/or licenses or be denied or prohibited from handling any hazardous waste materials for any reason for any amount of time, the Contractor shall notify the TTC Contract Coordinator in writing within five (5) business days of the notification of loss of permits or licenses.

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

<table>
<thead>
<tr>
<th>Campus</th>
<th>Address</th>
<th>City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Campus</td>
<td>7000 Rivers Avenue</td>
<td>N. Charleston, SC 29418</td>
</tr>
<tr>
<td>Palmer Campus</td>
<td>66 Columbus Street</td>
<td>Charleston, SC 29423</td>
</tr>
<tr>
<td>Berkeley Campus</td>
<td>1001 S. Live Oak Drive (AKA Hwy 17A)</td>
<td>Moncks Corner, SC 29461</td>
</tr>
<tr>
<td>Mt. Pleasant Campus</td>
<td>1004 Hungryneck Blvd.</td>
<td>Mt. Pleasant, SC 29464</td>
</tr>
<tr>
<td>Summerville Site</td>
<td>449 Old Trolley Road</td>
<td>Summerville, SC 29485</td>
</tr>
<tr>
<td>St. George Site</td>
<td>5249 East Jim Bilton Blvd.</td>
<td>St. George, SC 29477</td>
</tr>
<tr>
<td>St. Paul’s Parish Site</td>
<td>5231 Highway 165</td>
<td>Hollywood, SC 29449</td>
</tr>
</tbody>
</table>

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

IV: Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations.

V. Qualifications

THE OFFEROR MUST:

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006):
(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

Offeror must currently be licensed and permitted for handling and transporting infectious and non-infectious wastes. (Please complete certification on bidding schedule)
(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

**Offeror must complete/sign the enclosed Iran Divestment Act of 2014 Certification Form (see page following Quotation Schedule). Offeror must certify that as of the date the Offeror signs the certification, the Offeror is not on the then-current version of the Iran Divestment Act List.**

**SUBCONTRACTOR – IDENTIFICATION (JAN 2006):** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of 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 evaluate your proposed subcontractors

**VI. Award Criteria**

**AWARD CRITERIA**

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

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

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

**COMPETITION FROM PUBLIC ENTITIES (JAN 2006):** If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

**VII. Terms and Conditions**

**A. General**

**ASSIGNMENT (JAN 2006):** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**BANKRUPTCY (JAN 2006):** (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 five (5) 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.

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

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006):** (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) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state’s final acceptance (a/k/a “award”), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. 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.

DISCOUNT FOR PROMPT PAYMENT (JAN 2006) (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

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

DISPUTES (JAN 2006): (1) Choice–of–Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor’s price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

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.

PAYMENT and INTEREST (MAY 2011) (a) Unless otherwise provided in this Solicitation, 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
rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published
any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest
for each year, applied as simple interest without compounding. [07-7A055-2]

34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on
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. (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. [07-7A055-2]

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

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

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall
include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor
under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state
department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due
and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary
penalties relative thereto.

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

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

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

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

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making
payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly
insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State’s rights
under this Contract. Any waiver must be in writing.
VOLUME: Quantities shown herein are estimated requirements for the contract period and the college does not obligate itself to purchase the full quantities indicated, but the price offered must be allowed should the quantities be less. The college’s requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions herein.

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 Material Safety Data Sheets (MSDS) will be provided when shipping such materials to the College. Vendors are required to send updated MSDS sheets when properties of materials are changed and/or physical and health instructions become different.

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.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a preperformance 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.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to Trident Technical College, Director of Procurement, PO 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 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.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims. (2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor’s Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor’s obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles. (3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:
- General Aggregate (per project) $1,000,000
- Products/Completed Operations $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any one fire) $ 50,000
Medical Expense (Any one person) $ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):
Combined Single Limit $1,000,000
OR
Bodily Injury & Property Damage (each) $750,000
WORKER’S COMPENSATION: State Statutory
Employers Liability $100,000 Per Acc.
$500,000 Disease, Policy Limit; $100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor’s general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

ADDITIONAL INSURANCE REQUIREMENTS (TTC 2010): In addition to the above referenced insurance, offeror shall provide evidence of pollution insurance in the amount of $1,000,000.00. Paragraphs (1-6) above will apply to this additional insurance.

FUEL SURCHARGE NOT ALLOWED (TTC 2009): TTC will not allow nor pay fuel surcharges on this contract.

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 (JAN 2006):
(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

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

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

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

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

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

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

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

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

**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.

**FORCE MAJURE: 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 (NOV 2011)** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnities 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 instrumentalties, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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

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.

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 and the contract.

PURCHASES FROM OTHER SOURCES: The college’s procurement department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract (the above does not apply to solicitations for service requirements).

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

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: (This clause does not apply to solicitations for service requirements). 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, trade mark or copyright. Offeror shall have no liability to the state if such patent; trade mark 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)

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.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).
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 (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, 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.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JANUARY 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.

TERMINATION FOR CONVENIENCE (JAN 2006):
(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
   (i) contract prices for supplies or services accepted under the contract;
   (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
   (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
   (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

Staff leasing services: (This clause applies to solicitations for services). "The Contractor shall not engage the services of any staff leasing company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this contract without the expressed written consent of the state. Unauthorized use of a staff leasing services company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause.

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)]
**VIII. Quotation Schedule**

IFB#: 061115-926-36305-07/09/15

**QUOTATION SCHEDULE**

Unit price shall be shown.

Complete the following:

*NOTE: QUANTITIES SHOWN ARE ESTIMATED ANNUAL VOLUMES*

<table>
<thead>
<tr>
<th>Item #</th>
<th>Qty</th>
<th>U/M</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1000</td>
<td>lbs*</td>
<td>Routine (secure, landfill):</td>
<td>$__________ / lbs</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Phosphates,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Sulfates,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Base Compounds</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Contractor Preference: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Subcontractor Preference (2%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of subcontractors claimed: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Subcontractor Preference (4%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of subcontractors claimed: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1000</td>
<td>lbs*</td>
<td>Treatment:</td>
<td>$__________ / lbs</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Mercury compounds</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Contractor Preference: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Subcontractor Preference (2%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of subcontractors claimed: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Subcontractor Preference (4%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of subcontractors claimed: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1000</td>
<td>lbs*</td>
<td>Incineration:</td>
<td>$__________ / lbs</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• F-listed Solvents,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• cyanides, sulfides</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Contractor Preference: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Subcontractor Preference (2%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of subcontractors claimed: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Resident Subcontractor Preference (4%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of subcontractors claimed: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LabPack Consolidation:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>------------------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 4 | 1000 lbs* | • Special pesticides,  
|   |   | • poisons              |   |
|   |   | Resident Contractor Preference: _____ |   |
|   |   | Resident Subcontractor Preference (2%)  
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | Resident Subcontractor Preference (4%) _____ |   |
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | $________ / lbs | $__________________ |   |
| 5 | 1000 lbs* | LabPack Consolidation:  
|   |   | • Routine Solvents (Chlorinated & non- 
|   |   | chlorinated)  
|   |   | • organic compounds |   |
|   |   | Resident Contractor Preference: _____ |   |
|   |   | Resident Subcontractor Preference (2%)  
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | Resident Subcontractor Preference (4%) _____ |   |
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | $________ / lbs | $__________________ |   |
| 6 | 1000 lbs* | Unknowns:  
|   |   | • Routine Solvents (Chlorinated & non- 
|   |   | chlorinated)  
|   |   | • organic compounds |   |
|   |   | Resident Contractor Preference: _____ |   |
|   |   | Resident Subcontractor Preference (2%)  
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | Resident Subcontractor Preference (4%) _____ |   |
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | $________ / lbs | $__________________ |   |
| 7 | 1000 lbs* | Reactives |   |
|   |   | Resident Contractor Preference: _____ |   |
|   |   | Resident Subcontractor Preference (2%)  
<p>|   |   | Number of subcontractors claimed: _____ |   |
|   |   | Resident Subcontractor Preference (4%) _____ |   |
|   |   | Number of subcontractors claimed: _____ |   |
|   |   | $________ / lbs | $__________________ |   |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Weight</th>
<th>Description</th>
<th>Resident Contractor Preference</th>
<th>Resident Subcontractor Preference (2%)</th>
<th>Number of subcontractors claimed</th>
<th>Resident Subcontractor Preference (4%)</th>
<th>Number of subcontractors claimed</th>
<th>$/lbs</th>
<th>$/lbsextraordinary fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>1000</td>
<td>Other: Photo chemicals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1000</td>
<td>Other: Hydraulic Oil and oil based wastes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1000</td>
<td>Other: Lead shielding from X-rays (used)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>1000</td>
<td>Other: Small compressed gas cylinders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1000</td>
<td>Other: Preserved Specimens</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Evaluated Total: $__________________
SC Certified Minority Vendor: y  n  S.C. Cert. #: __________________________

I certify that I am______, am not _____ currently in the Hazardous Waste Collection, Transportation, and Disposal business.

___________________________________
Name

___________________________________
Signature
The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PSIPS-irandivestment.phtm.

Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

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 on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
<th>Taxpayer Identification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>By (Authorized Signature)</td>
<td>State Vendor No.</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
<th>Taxpayer Identification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>By (Authorized Signature)</td>
<td>State Vendor No.</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>
IX. Attachments to Solicitation
   1. I-312 – Non Resident Taxpayer Registration Affidavit
   2. Bidder’s checklist
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. Hiring or Contracting with:
   Name: ____________________________
   Address: ____________________________
   Receiving Rentals or Royalties From:
   Name: ____________________________
   Address: ____________________________

6. I hereby certify that the above named nonresident taxpayer is currently registered (check the appropriate box):
   ___ The South Carolina Secretary of State or
   ___ The South Carolina Department of Revenue
   Date of Registration: ____________________________

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Owner, Partner or Corporate Officer)  (Seal)  Date: ____________________________

If Corporate officer state title: ____________________________

(Name-Please Print)
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

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

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

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

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

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: http://www.sctax.org/Forms+and+Instructions/withholding/default.htm
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.