

Request for Quotation Amendment #: 3

Solicitation Number 050619-936-46605-05/22/19

Date Printed 06/03/19 Date Issued 06/03/19

Procurement Officer Robert E Tyner, C.P.M.

Phone 843-574-6279

E-mail Address Robert.tyner@tridenttech.edu

DESCRIPTION: Provide Gen-Set PM Services for TTC 2019

The Term "Offer" Means Your "Bid" or "Proposal".										
SUBMIT OFFER BY (Opening Date/Time): 06/11/19 @ 2:00P	M EDT Se	ee "Deadline For Submission Of Offer" provision								
QUESTIONS MUST BE RECEIVED BY: 06/05/19 @ 5:00PM	EDT	See "Questions From Offerors" provision								
NUMBER OF COPIES TO BE SUBMITTED: 1										
SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:										
MAILING ADDRESS: Trident Technical College Procurement Office PO Box 118067 Charleston, SC 29423 Fax: 843 574-6395	PHYSICAL ADDRESS Trident Technical College Procurement Office Building 940, Suite G, Room 110 2050 Mabeline Rd. N. Chas SC 29406 See "Submitting Your Offer" provision									
ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AT AROUND 8:00 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).										
CONFERENCE TYPE: N/A	LOCATION: N/A									
AWARD & This solicitation, and any amendments will be posted at the following web address: http://www.tridenttech.edu/about/departments/proc/ttc_solic.htm .										
You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.										
NAME OF OFFEROR (Full legal name of business subm	OFFEROR'S TYPE OF ENTITY:									
	(Check one)									
	□ Sole Proprietorship									
AUTHORIZED SIGNATURE	□ Partnership									
	☐ Corporation (tax-exempt)									
	□ Corporate entity (not tax-exempt)									
(Person signing must be authorized to submit binding offer to behalf of Offeror named above.)	☐ Government entity (federal, state, or local)									
TITLE (Business title of per	☐ Other (See "Signing Your Offer" provision.)									
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	(*** - 3 3 - 2 - 1 - 2 - 7								
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	(If Offeror is a corporation, identify the state of Incorporation.)								
TAXPAYER IDENTIFICATION NO.										
(See "Taxpayer Identification Number" provision)										

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(Return Page Two with Your Offer)

					NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)					
				Address	Address					
				Area Code	Area Code – Number – Extension Facsimile					
				E-mail Add	E-mail Address					
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)					ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)					
Payment Address same as Notice Address (check only one) Payment Address same as Home Office Address					Order Address same as Home Office AddressOrder 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)										
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No. Amendment Issue Date				
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause) 10 Calendar Days (%) 20 Calendar Days (%)			endar Days (%)	dar 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. 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 instate 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)).										
	Office Address s		Office Address Address (check							

Bidders shall acknowledge receipt of this Amendment prior to date and time specified in the solicitation, or as amended, by one of the following methods: (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment. Failure of your acknowledgement to be received at the issuing office prior to date and time specified may result in rejection of your offer. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISON. STRICKEN TEXT IS DELETED.

The college will accept faxed amendments.

RFQ#: 050619-936-46605-05/22/19

Title: Provide Gen-Set PM Services for TTC 2019

Is hereby amended as follows:

Changes related to questions:

- Q-1: Pursuant to **VII-A TERMS AND CONDITIONS**, provision titled **PAYMENT & INTEREST**, please add to the end of the paragraph, "Acceptance shall be deemed to have occurred upon the State's signature on Contractor's work order following successful completion of the work."
- A-1: State's Response: No Change. TTC will not allow this change.
- Q-2: Pursuant to VII-B TERMS AND CONDITIONS SPECIAL, provision titled INDEMNIFICATION-THIRD PARTY CLAIMS, in the first sentence, please strike ", and whether or not such claims are made by a third party or an Indemnitee..."
- A-2: State's Response: No Change. TTC will not allow this change.
- Q-3: Pursuant to VII-B TERMS AND CONDITIONS SPECIAL, provision titled INDEMNIFICATION-THIRD PARTY CLAIMS, in the first sentence, following "... however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim,..." please add "or to the extent determined to be the cause of Indemnitee,..."
- A-3: State's Response: No Change. TTC will not allow this change.
- Q-4: Pursuant to VII-B TERMS AND CONDITIONS SPECIAL, please add provision titled LIMITATION OF LIABILITY as follows:

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Notwithstanding any other provision contained herein, in no event shall either party be liable to the other for indirect, incidental, consequential, liquidated, special, punitive, or exemplary damages. Notwithstanding any other provision contained herein, in no event shall either party's total or cumulative liability exceed \$1,000,000. Nothing in this Contract excludes or limits liability for death or personal injury caused by a party's gross negligence or willful misconduct.

A-4: State's Response: No Change. TTC will not allow this change.

Q-5: Pursuant to **VII-B TERMS AND CONDITIONS - SPECIAL**, please add provision titled **WARRANTY** as follows:

Goods and services provided hereunder are accompanied by an express, written manufacturer's warranty and Contractor's limited service warranty as quoted in Contractor's RFQ submission to the State. Except as provided herein, no other warranties exist, express or implied, statutory or otherwise, including any warranties for merchantability or fitness for a particular purpose.

SIGNATURE TO FOLLOW ON NEXT PAGE

A-5: State's Response: No Change. TTC will not allow this change.

SUBMIT OFFER BY (Opening Date/Time): 06/03/19 @ 2:00PM EDT

QUESTIONS MUST BE RECEIVED BY: 05/30/19 @ 5:00PM EDT

SUBMIT OFFER BY (Opening Date/Time): 06/11/19 @ 2:00PM EDT

QUESTIONS MUST BE RECEIVED BY: 06/05/19 @ 5:00PM EDT