Francis Marion University Invitation for Bid

Solicitation Number	**IFB-2476**
Date Issued	**12/03/2025**
Purchasing Officer	**Jennifer D Hester**
Phone	**(843) 661-1161**
E-Mail Address	**jdhester@fmarion.edu**

DESCRIPTION: **Provide Refuse Collection Services for Francis Marion University**

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

SUBMIT OFFER BY (Opening Date/Time): **01/21/2026 2:00 pm EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **01/7/2026 @ 2:00 pm EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original, hard copy mailed with one (1) flash drive or other USB device as Specified in a sealed package to one of the addresses listed below.**

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.

MAILING ADDRESS:	EXPRESS SHIPPING ADDRESS:	HAND-DELIVERY:
Francis Marion University **Purchasing Office** **P.O. Box 100547** **Florence, SC 29502-0547**	**Francis Marion University** **Central Receiving** **4822 E. Palmetto Street Florence, SC 29506**	**Francis Marion University** **Purchasing Office (Room 102)** **Stokes Administration Building** **4822 E. Palmetto Street** **Florence, SC 29506**

CONFERENCE TYPE: **A Highly Recommended Site Visit.**
DATE & TIME: **01/06/2026 10:00 AM Local Time.**
(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Facilities Management/Campus Police Building on the campus of Francis Marion University.**

AWARD & AMENDMENTS	A Statement of Intent to Award will be posted at the Physical Address stated above on **01/22/2026**. The award, this solicitation, and any amendments will be posted at the following web address: **http://www.fmarion.edu/procurement/solicitationsawards/**

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 submitting the offer)

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

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_____

(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)

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(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Address _____ Phone #: Area Code-Number-Extension Facsimile _____ **E-mail Address**

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ___ Payment Address same as Home Office Address ___Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS
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 (%)	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 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)).
NOTE: Subcontractors not allowed for this solicitation.

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

End of PAGE TWO

Solicitation Outline

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IV. Information for Offerors to Submit
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IX. Attachments to Solicitation

SITE VISIT (JAN 2006): A site visit will be held at the date, time and location indicated on the Cover Page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
[02-2B165-1]

Site Visit Date & Start Time: (Non-mandatory – But **highly recommended** – **See Cover Page for Date and Time)** in the Facilities Management/Campus Police Building located on the campus of Francis Marion University.

Please visit our website at www.fmarion.edu for directions or call the Purchasing Office at (843) 661-1160 for additional information.

Note Regarding Questions:
Deadline for receipt of questions regarding this Solicitation: **(See Cover Page).**

To submit questions or request additional information, send your written question/request to be received in the Francis Marion University's Purchasing Office no later than the date and time shown above.

Send Questions to:	Mail:	Francis Marion University Purchasing Office PO Box 100547 Florence, SC 29502-0547 Attn: Jennifer D Hester
	*Email:	jdhester@fmarion.edu
	Fax	(843) 661-1165

Mark Envelopes, faxes or emails: **Questions: IFB-2476 Refuse Collection Services for FMU**

***E-mail is the preferred method for receiving questions.**

Note Regarding Bids: FRANCIS MARION UNIVERSITY WILL NOT ACCEPT FAXED BIDS

I. Scope of Solicitation

Scope of Services

Contractor shall provide all labor, transportation, materials, and equipment necessary to provide refuse collection and disposal services for Francis Marion University.

Type of Contract

A contract or contracts will be awarded in accordance with the provisions and conditions of this solicitation.

The contract shall be for One (1) year with the option to renew for up to Two (2) additional one-year renewals.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)
Start date: **2/02/2026** End date**: 2/1/2028.** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

CONTRACT MAXIMUM VALUE (FMU December 2023)
Regardless of estimated contract dates and any Purchase Orders associated with this contract, contract value shall not exceed $325,000. University shall not be obligated to pay for any service associated with this contract if services are rendered beyond the stated $325,000 amount.

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

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.fmarion.edu/about/solicitationsawards (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 (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

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

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.

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (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 nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the
State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php
http://www.scstatehouse.gov/code/statmast.php
The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php http://www.scstatehouse.gov/coderegs/statmast.php
[02-2A040-2]

SUBMISSION OF OFFER: Offers must be received in the Purchasing Office by date and time stated on cover page. [FMU]

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 and the deadline for receipt of quotations. [R.19-445.2070(H)]

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)
CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.
AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the
contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing
Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

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

OFFEROR'S RESPONSIBILITY (FMU 2019): 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.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)
("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

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

of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

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

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

PROTESTS (MAY 2019)
If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PUBLIC OPENING (JAN 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation’s title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled “Duty to Inquire.” We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)
THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE “STATE’S RESPONSE” SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE “STATE’S RESPONSE” DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISON. STRICKEN TEXT IS DELETED. [02-2A097-1]

REJECTION/ CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

REJECTION – TIME (FMU 2019): The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

RESPONSIVENESS/ IMPROPER OFFERS (JUN 2015):
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)
(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.
[07-7B212-1]

SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror.
(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

SUBMISSION OF OFFER (FMU 2019): By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: https://scemd.org/closings/
[02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)
(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.
(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.
(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.
(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.
(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING YOUR OFFER OR MODIFICATION (FMU 2019) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

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

INDEMNIFICATION- THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.
[07-7B100-2]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)
(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission

constituted a failure to perform some obligation imposed by the contract or the law.
(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.
(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.
[07-7B102-1]

II. Instructions to Offerors – B Special Instructions

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]

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

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

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019): If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

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@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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 - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

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 for a 2% preference or forty percent of bidder’s total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor’s labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

PREFERENCES - RESIDENT VENDOR 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 either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities on which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

III. Scope of Work/Specifications

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

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

Various locations on the Francis Marion University main campus as denoted in this document at the following address:

Francis Marion University
4822 E. Palmetto Street
Florence, SC 29506

Multiple locations in downtown Florence, SC:

FMU Performing Arts Center
201 South Dargan Street
Florence, SC 29506

Carter Center for Health Sciences
200 West Evans Street
Florence, SC 29501

Leatherman Educational Complex
201 West Evans Street
Florence SC 29501

Future locations in Florence, SC Pee Dee Region:

Medical Education Facility
238 South Coit Street
Florence SC 29501

Scope: Contractor shall provide all labor, transportation, materials and equipment necessary to provide refuse collection and disposal services for Francis Marion University.

Specification For Refuse Collection And Disposal Service

This specification covers refuse and trash collection and disposal services. The work required includes the furnishing of all labor, transportation, equipment, and materials necessary to provide the required level of services. This includes the payment of all fees and taxes and the securing of all permits and licenses pertinent to the work at no additional cost to the University.

I. Requirements

A. Description of Refuse

Refuse for collection described in this specification shall include, but not limited to, paper, rags, bottles, metal, boxes, cloth, cans, miscellaneous solid waste (including food waste in some areas), cartons, crates, worn out articles of equipment and furniture, yard debris, cardboard, pallets, etc.

B. Refuse Collection

Contractor shall: Collect, transport, and dispose of the contents from each container. Empty each container, return it to its original position and replace lid. Sweep up and remove garbage and refuse spilled by the Contractor during each pickup and ensure areas around containers are clean. Cover all open top containers for over the road transportation.

C. Disposal

Contractor shall: Collect, Transport, and dispose of all refuse and trash in accordance with all applicable rules and regulations of the State of South Carolina Department of Health and Environmental Control (SCDHEC) and other governing agencies in accordance with the laws of the State of South Carolina and the US Federal Government. Links to information, including but not limited to rules and regulations can be found at www.scdhec.net/coderegs and www.epa.gov/garbage

D. University Involvement

- University personnel and students will place waste materials in the appropriate containers provided by the Contractor.

- University personnel and students will place segregated scrap metal, and recyclable materials in the appropriate designated containers for proper disposition. These items will not be part of this contract.

E. Contractor Requirements

Front Load Containers – Provide and position as directed the requisite number and size of containers to receive waste materials. Containers shall be industry standard containers with leak-proof bodies of a type specifically designated for dumpster service. Containers shall be of a color approved by the University.

F. Bulk Waste Containers

Provide and locate on site where directed by the University the requisite number of nominal 20 cubic yard container(s) and 30 cubic yard container(s) for the collection of bulk waste materials. The containers shall be industry standard open-top containers designed for this service and shall be satisfactory to the University. Properly maintain each container, or repair or replace it as necessary, as required by the University. Existing 20 and 30 cubic yard container locations may be found in Table I Schedule / Cost of Services section of VIII. Bidding Schedule.

G. Equipment

All equipment must comply with any applicable state, federal and local codes. Containers must have leak proof bodies of a type specifically designed for this service.

Contractor Shall:

- Properly maintain all equipment including compactors in good operational condition, and ensure that doors, latches, switches, covers, and other parts function in the proper manner. Maintenance shall include all parts and labor.
- Label each container with an identification code and provide the University with a listing of all container locations and corresponding identification codes.
- Place refuse pick-up containers only in locations designated by the University.
- Retain title and ownership of all containers.
- Ensure that all vehicles used by the Contractor in conjunction with this contract are equipped with a warning device, which automatically sounds when the vehicle is in reverse gear. Should the Contractor be required to use a vehicle without such a warning device, an employee of the Contractor must manually sound an alarm and act as a guide to caution all pedestrians in the area that the vehicle is backing up.
- Ensure that all vehicles used by the Contractor in conjunction with this contract for such services are in serviceable condition and will not cause danger to University premises due to leaks, malfunctions or other conditions not normally associated with such equipment. This specifically

covers containers, vehicles and any other equipment required by the Contractor to perform the contracted services. If at any time while on University property, fuel, motor oil, hydraulic fluid or other vehicle fluids leak and/or spill from the Contractor's vehicle or equipment, the driver is to immediately report the incident to the University's Public Safety Department and include all locations affected. Contractor shall be responsible for repairing any such damage incurred to pavements, grounds, buildings, or container locations. The Contractor is responsible for all costs associated with any clean up.

- Respond to University complaints regarding equipment within twelve (24) hours of notification.

H. Campus Aesthetics

Contractor shall:

- Properly remove and dispose of all such materials so collected in a manner in keeping with their highest and best use at a location away from the University campus.
- Clean, deodorize and spray with an insecticide all containers used in providing service in accordance with this specification to maintain them in a sanitary condition and to eliminate breeding of vermin, insects, objectionable odors and unsightly outward appearance. In cleaning give special attention to seams and rolled edges of containers and covers. The cleaning and disinfecting of containers shall be subject to approval of the South Carolina Department of Health and Environmental Control and the using University.
- Properly maintain all containers so that all doors, latches, covers, etc., function as intended. Properly clean and spray with an insecticide all containers at least monthly, or as needed at the discretion of the University to eliminate objectionable odors, unsightly appearance, and breeding by vermin or insects. Give special attention in cleaning/spraying to seams and rolled edges of containers and covers.
- Properly prepare and paint the exterior of containers so as to maintain a like new presentable appearance on an annual basis.
- If the University determines necessary, Contractor shall be required to take container(s) off site to be cleaned and disinfected. In such cases the Contractor shall provide a suitable temporary replacement container until the permanent container is returned at no additional cost to the University.

I. Delivery, Collection, Schedule

- Provide the required containers in a manner which causes no break in service to the University between the existing contract and the proposed contract. Such arrangements shall be coordinated with the University, and subject to the University's approval.
- Collect the contents of each front load container between the hours of 7:00 am and 6:00 pm Monday through Friday on the day(s) scheduled, or otherwise as ordered by or as coordinated with and approved by the University, including any extra pickups ordered by the University. Empty each container, return it to its proper position, and return all lids and doors to their proper positions. Properly pick up/sweep up and remove during the current pickup all waste materials spilled anywhere on campus by Contractor's personnel or operations. Removal of 20 yard containers for waste disposal will consist of exchanging an empty container for the full container. The Contractor shall take special care in exchanging 20 yard containers to keep from damaging the surface on which the container is placed. Waste materials spilled anywhere on or adjacent to the University campus by the Contractor shall be picked up/swept up and removed during the current pickup.

- Any containers that are listed as "on call" in the collection schedule will require a 24-hour response time from the time the call is placed to the Contractor, within the Contractor's business hours.
- Contractor shall respond to normal maintenance calls within four (4) hours and to emergency calls within one (1) hour. The University will make the final determination as to what constitutes an emergency.
- The University shall furnish for the use of the Contractor container locations or other suitable locations for pick-ups. The University grants the Contractor the right of access onto the premises only for the purpose of supplying the service. The University warrants that any right of way provided is sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform services.

J. Adjustment of Services

- The University reserves the right to adjust the size, number of containers, frequency of pick-ups, or number of locations as may be deemed necessary during the contract period. The unit cost per container shall be utilized to obtain the change in contract price resulting in adjustments in service. **The University will require a reduced frequency of pick-ups during the summer months in between the Spring and Fall semesters.**
- Contractor shall immediately notify University representative of any containers being empty at the time of a regularly scheduled pickup so an evaluation can be made regarding the frequency of service to that container.
- The University may on occasion order extra pickups for special events e.g., student housing move in needs.
    - The Contractor must provide services on Saturdays and Sundays for the following events: Fall Move-In (mid-August), Fall Move-Out (late November to early December), Fall Commencement (early December), Spring Move-In (early January), Spring Move-Out (late April to early May), and Spring Commencement (early May).
- The University may from time to time order the Contractor to skip a pickup. These will be referred to as skipped pickups, as opposed to missed pickups, and will be coordinated beforehand.

K. Variation in Pick-Up

Should the Contractor miss a pickup for whatever reason, the Contractor shall promptly notify the University representative. A credit must be applied to the corresponding monthly invoice in accordance with the bid price. Additional pickups at the University's request must correspond with the specified bid pricing table in the biddings schedule. Should any container or compactor be broken and out of service, a proportional credit (# of days/month(s) out of service) must be applied to the corresponding monthly unit rental charges.

If at any time a container happens to be blocked at the time of pickup the Contractor shall promptly notify the University representative of the blockage so steps can be taken to clear the blockage so the pickup can still occur. Contractor shall not charge the University for a container that is not dumped. Trip charges will not be allowed.

All regularly scheduled pulls must be made the day before a holiday unless otherwise approved by the University contract representative. Contractor will supply a list of holidays to the contract representative in January.

L. University Liaisons

The University must authorize all contract changes. A list of authorized persons from the University along with the facilities they represent, and their telephone numbers will be provided for the purpose of handling temporary day-to-day management, emergencies and ordering temporary containers only.

Contractor must not accept any request for service from any person not on the authorized persons list.

Contractor shall contact the University primary contact if they have any questions about a request for service.

Primary University Contact:

Steve Jackson, Director of Facilities Support Group Services
sjackson@fmarion.edu
(843) 661-4640

M. Contractor Liaison

Contractor must provide a primary representative and a secondary contact person to coordinate all matters pertaining to this contract. The Contractor must provide the name, telephone number, fax number, email address, business cell phone number, business pager number, emergency telephone number and normal working hours of their primary and secondary liaisons. The Contractor must be able to accept requests for service after normal working hours for emergency situations. The vendor must notify the University primary contact of any changes regarding their liaison or if their liaison will be unavailable due to vacation, extended sick leave, etc.

N. Invoicing and Reporting

Payment or services rendered shall be made monthly based upon valid and approved invoices submitted by the Contractor to the University's Physical Plant department and in accordance with Part 7A, section titled PAYMENT (JAN2006). **Additions to invoices for fuel or oil/energy surcharges are not allowed.**

O. Waste & Recyclable Weight

For normal household, food service waste, commercial and industrial waste, and construction debris, quarterly provide to the University the tonnage weight removed.

P. Insurance

The Contractor shall provide and maintain in force during the entire period of performance under this contract the minimum insurance required in Part 7B, section titled CONTRACTOR'S LIABILITY INSURANCE (JAN 2006).

Certificates of Insurance showing satisfactory evidence of satisfactory insurance shall be provided the University within ten (10 days after the date of the Purchase Order, or prior to commencing the Work, whichever is earlier, or at the University's discretion the Purchase Order may be canceled. ACORD FORM 25 S, Commercial General Liability policy form, latest edition, is acceptable to the University. Certificates of Insurance and the insurance policies required by this Article 6 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the University. The Contractor shall inform the University immediately if insurance is reduced by claims placed by others. Coverage shall be maintained without interruption from the date of commencement of

the Work until the date of final payment. Contractor shall provide a certificate of insurance to the Purchasing Office annually.

Q. Additional specifications

1. All work performed as a result of this bid and specifications shall comply with all applicable laws, codes and regulations of all authorities having jurisdiction, and shall be done in a workmanlike manner by persons skilled in the duties which they are to perform, in accordance with the best practices of the industry, the best interests of the University, and to the satisfaction of the University.

2. Access to the work shall be only by approved routes. Contractor's vehicles shall be parked only in designated areas. Contractor's personnel shall observe all University policies and procedures regarding restricting access, such as closing and locking gates except when passing through them, closing doors, etc.

3. Contractor shall protect the University and the public from the work in a manner satisfactory to the University. Contractor shall protect all University facilities, including but not limited to grass, trees, plants, sidewalks, curbs, and all other property affected in the course of the work, or repair or replace all property so damaged. Damages due to the negligence of the Contractor must be repaired by the Contractor at no cost to the University.

4. Services provided shall be subject to inspection by the University. All work not in accordance with the specifications shall be corrected by the Contractor by the next business day after notification of the deficiency. When the University requires, provide appropriate supervisory or managerial personnel, who are empowered to speak and to act for the Contractor, to inspect the work, separately or jointly with the University, and to direct and supervise remedial action. Respond by the next business day, and investigate problems with appropriate promptness. Commence and pursue proper remedial action promptly, including correction of damage to property. If the Contractor fails to respond by the next business day, or to commence and pursue proper remedial action with due promptness, the University will correct deficiencies or make repairs at the Contractor's expense as the University deems necessary. Such action shall not relieve the Contractor of any obligation as to the work. Reimburse the University for all expenses attributable to failure to properly fulfill these requirements. Notify the University 24 hours in advance when remedial work will be ready to be inspected. Repeat or pursue remedial work as required.

5. If the Contractor consistently or repeatedly fails or refuses to promptly correct defective work, to supply equipment that complies with these requirements, or to diligently pursue the proper execution of the work, the University may, upon giving the Contractor seven (7) days written notice, terminate the contract with the Contractor. The University will contract with an alternative vendor that can meet the immediate needs of the University. If this should occur, the cost of such completion will be deducted from any payments otherwise due to the Contractor. If the cost of such completion exceeds the payment which the University would otherwise owe the Contractor, the Contractor shall pay the excess cost to the University.

6. The University reserves the right to engage temporary collection and disposal service from any other available source in the event Contractor is not able to provide the services called for in

these specifications for any reason, including strikes or work stoppage from breakdown in equipment and charge the Contractor with costs for temporary services.

7. The Contractor agrees, at the time of termination of the contract, to promptly remove all containers or other equipment furnished and installed by the Contractor under terms of this agreement at his own cost and expense and without damage to buildings or property. The Contractor shall further restore in good order and condition those areas utilized for these operations. The University may conduct a final inspection to document satisfactory compliance with this provision of the contract.

8. The Contractor shall provide Material Safety Data Sheets (MSDS) to the University's Director of Facilities Services prior to commencement of this contract for any known chemical to be used in the performance of this contract. The Contractor shall provide current MSDS sheets to the Director of Facilities Services for any additional chemicals to be used on University premises in the future prior to bringing said chemicals onto University premises.

9. Contractor shall be fully responsible for the lawful usage; handling, storage and disposition of any chemical brought onto University premises and shall follow all Federal, State and Municipal laws and regulations as they apply. The University shall hold the Contractor fully liable for any damages, fines or penalties that may be assessed against the University resulting from the Contractor's failure to follow said laws and regulations.

10. Contractor shall be fully responsible for ensuring that his agents, employees and sub-Contractors follow all stated requirements.

11. Payments - Payment will be made monthly for services properly rendered, invoiced, and verified by the University. The basis of payment will be the monthly fee for basic service as reflected on the Purchase Order. In submitting an invoice, the Contractor warrants that the services invoiced were properly performed in accordance with the Contract. Payment will be made at the end of the period in which service was rendered. If aspects of the service rendered during the period were unsatisfactory, payment may be withheld until specific deficiencies of which the Contractor has been notified are corrected. Should the University be required to perform functions which are the responsibility of the Contractor—for example, pest control or trash removal—the reasonable cost thereof may be deducted from any payment which would otherwise be due. Payment will not be made in advance, for amounts in dispute, or on the basis of a statement. Charges and credits shall be properly itemized on each invoice, and the Purchase Order number shall be cited on the invoice.

12. Additions/Deletions - The University 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 and approved by the University Purchasing Office prior to implementation.

13. Escalation - In the event of a significant and lasting change in the minimum wage, the cost of fuel, or other such cost which is beyond the control of the Contractor and is a significant portion of the Contractor's costs of providing the services specified, excluding foreseeable normal seasonal fluctuations, the contract price may be adjusted to reflect the change. The amount of the adjustment will be determined by mutual agreement between the Contractor and the University.

After contract award, the University **Contract Administrator** for this contract will be:

Steve Jackson, Director of Facilities Support Group Services
sjackson@fmarion.edu
(843) 661-4640

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

FMU Main Campus	Downtown Florence Locations
Francis Marion University **4822 E. Palmetto Street** **Florence, SC 29506**	**FMU Performing Arts Center** **201 South Dargan Street** **Florence, SC 29506**
Griffin Athletic Complex **191 Harlan G. Hawkins Drive** **Florence, SC 29506**	**Carter Center for Health Sciences** **200 West Evans Street** **Florence, SC 29501**
	Leatherman Educational Complex **201 W Evans Street** **Florence SC 29501**

In the event that location(s) are added after award of contract, Contractor and University will agree upon terms including the nature of the receptacle (container size and style), pickup schedule, and cost per month. Upon mutual agreement, a change order will be issued for the existing contract reflecting all detail pertaining to new location(s).

Table I provides buildings that may be added with future change orders (estimated container size and schedule only).

Table I
All 6 and/or 8 yd. containers shall have sliding doors.

Location	Container Size (cu yd)	Schedule (during semesters)
Forestry Building	8	M,W,F
School of Business/Education Building	8	M,W,F
Engineering Building	8	M,W,F

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. In addition to this information, Offers shall include:

1. **Attachment 1 – Offeror Information** (Note: Contractor must provide proof that the company has sufficient equipment and personnel to provide services required with necessary backup equipment to cover a breakdown or scheduled maintenance activities. The University reserves the right to inspect facilities of prospective Contractor.)
2. **Attachment 2 – Reference Form**
3. **Bidding Schedule**

4. **Statement of Offeror's Qualifications including verification that Offeror has been in the business of providing the services as specified in this solicitation for a minimum of two (2) years.**

INFORMATION FOR OFFERORS TO SUBMIT AFTER AWARD, IF APPLICABLE (FMU DECEMBER 2025):

1. **Copies of any applicable licenses and permits with your response.**
2. **Certificate(s) of Insurance**
3. **Open Trade**

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:http://www.govoepp.state.sc.us/osmba/
[04-4015-1]

SUBMITTING REDACTED OFFERS (FEB 2007) - You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the

original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

V. Qualifications

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.

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

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

- Offeror must currently be in the business of providing the services as specified in this solicitation and have provided these services for a minimum of two (2) years.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. [R. 19-445.2125(F)] [05-5010-2]

QUALIFICATIONS –REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor –Identification. Err on the side of inclusion. You represent that the information provided is complete.

1. Include a brief history of the offeror's experience in providing work of similar size and scope.
2. Information reflecting your current financial position.
3. Offeror must complete and return with their submission, Attachment 1: Offeror Reference Sheet.
4. List of failed projects, suspensions, debarments, and significant litigation.

VI. Award Criteria

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

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

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 (JAN 2006): (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35- 45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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.

B. VII Terms and Conditions – B. Special

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 (FMU 2023): Unless waived by the Procurement Officer, a preperformance conference between the Contractor, the Procurement Officer, and the FMU Liaison 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 the Purchasing Office of Francis Marion University.

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

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)
(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
(b) Coverage shall be at least as broad as:
(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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.

FORCE MAJURE (FMU2019): 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 (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its Subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim,

in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

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.

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.

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 ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently
agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually
agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

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.

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.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any

completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

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.

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.

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 University. Vendors are required to send updated MSDS sheets when properties of materials are changed and/or physical and health instructions become different.

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

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)]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, YOU may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

VIII. Bidding Schedule

The following Bidding Schedule is required to be completed by the offeror: (do not include sales tax in your offer)

NOTE: A Highly Recommended Site Visit is scheduled (see cover page for details).

NOTE: Completely fill in Table I, Table IIa, Table IIb, and Table IIc below. Table I will serve as the basis for award. In the event of discrepancy in Table I, the individual per month amounts for each container shall govern. Tables IIa and IIb provide prices to be used for possible change orders.

NOTE: All Containers are located on the University's main campus with the exception of the container at the Performing Arts Center, the Carter Center for Health Sciences Building, and the Leatherman Educational Complex.

NOTE: The University will not accept bids from offerors who cannot service all the locations found in Table I.

Regardless of estimated contract dates and any Purchase Orders associated with this contract, contract value shall not exceed $325,000. University shall not be obligated to pay for any service provided if rendered beyond the stated $325,000 amount.

Table I Schedule / Cost of Services - (Basis of Award)

All 6 and/or 8 yd. containers shall have sliding doors

Location	Container Size (cu yd)	Schedule (during semesters)	Cost per Month
Hope Health Building	8	W (one day only)	
Athletic Complex	8	T, F	
Medical Education Foundation (Downtown Florence Location)	8	M (one day only)	
Center for the Child	8	W (one day only)	
Facilities Management/Campus Police	8	M, W, F	
Ervin Dining Hall #1	8	M, W, F	
Ervin Dining Hall #2	8	M, W, F	
Forest Villas	30	T, TH, S	
Forest Villas II	30	T, TH, S	
Leatherman Educational Complex	8	M (one day only)	
The Grille	8	M, W, F	
Hyman Fine Arts Center	8	M, W, F	
Performing Arts Center	8	M (one day only)	
Carter Center for Health Sciences	8	M (one day only)	
Residence Halls	30	T, TH, S	
Smith University Center	8	M, W, F	
Village Apartments, North	6 or 8	M, W, F, S	
Village Apartments, East	6 or 8	M, W, F, S	
Village Apartments, West	6 or 8	M, W, F, S	
Warehouse	8	F (one day only)	

Item	Description	Total Cost Per Month
1	**Monthly charge to provide refuse collection and disposal services for Francis Marion University.**	

Tendering Text: Sum of Prices provided in Table I (cost per month/per location).

Question	Mandatory/ Optional	Multiple Responses Accepted?			Response
Are You Requesting The SC Resident Contractor Preference? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/preferences..	Optional	No			____ YES _____ NO
Are You Requesting The SC Resident Subcontractor Preference - 2%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/preferences..	Optional	No			_____ YES _____ NO
Are You Requesting The SC Resident Subcontractor Preference - 4%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/preferences.	Optional	No			_____ YES _____ NO

Table IIa Adjustments to Services (for information only)

State the per pickup cost for an additional pickup or credit for a missed or skipped pickup:

Additional Pickup

6 CY size:	$
8 CY size:	$
30 CY size:	$

Missed/Skipped Pickup Credit

6 CY size:	$
8 CY size:	$
30 CY size:	$

State the per trip cost of an additional trip to the University, exclusive of the per pick up cost cited above, to make an extra trip or credit for not making a trip to the University when scheduled service is not required and this is coordinated beforehand: $_____ Note: No extra payment will be made for an extra trip required because of a missed pickup. This fee should only apply on days when no other normally scheduled pick-ups occur.

State the per exchange cost, including any travel expense applicable, to exchange an empty 30 CY container for a full one: $_____

Table IIb Costs per container of changes in number of pickups weekly (for information only)

The pickup schedule in Table 1 represents anticipated pickups needed during the Fall and Spring semesters. A reduction in frequency of pickups will be requested during the summer months when there are less students and less activity on campus. Show the cost / credit to increase or decrease the number of weekly pickups for containers then in place for each container size:

Changes in the Number of Pickups Weekly

Container Size	Increase or Reduce by 1	Increase or Reduce by 2	Increase or Reduce by 3	Increase or Reduce by 4
6 CY	$	$	$	$
8 CY	$	$	$	$
30 CY	$	$	$	$

Table IIc Costs to rent container (for information only)

30 CY Bulk waste container, provide cost of rent exclusive of charges to exchange	30	On demand (rent only)	

VENDOR: _____

AUTHORIZED SIGNATURE: _____
(must match signature on cover page)

DATE: _____

IX. Attachments to Solicitation

1. **Offeror Information**
2. **Offeror's Reference Sheet**
3. **I-312 – Non Resident Taxpayer Registration Affidavit**
4. **Open Trade agreement**
5. **Vendor Application (W9 required with this form)**
6. **Bidder's checklist**

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ATTACHMENT 1

OFFEROR INFORMATION

Contractor Liaisons:

Primary Liaison:			
Business Hours:			
Telephone Number:		Fax Number:	
Business Mobile #:			
Email Address:			
Secondary Liaison:			
Business Hours:			
Telephone Number:		Fax Number:	
Business Mobile #:			
Email Address :			

Hours of Operation (Please provide your normal hours of operation):

Monday-Friday	
Saturday	
Sunday	

Emergency/After-Hours/Weekend Contact Information:

Proof of Equipment and Personnel (Describe the equipment and personnel you will use to provide the services outlined in this solicitation):

ATTACHMENT 2

OFFEROR REFERENCE SHEET

Supply three (3) references of government agencies and/or firms for whom OFFEROR has provided similar services during the last two (2) years:

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

ATTACHMENT 3

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

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 mat 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.

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

If Corporate officer state title:_____

_____
(Name-Please Print)

IMPORTANT NOTICE

APPLIES TO NONRESIDENTS ONLY

Bidder/Offeror: S.C. WITHHOLDING TAX
AMENDMENTS

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended the Above-Referenced Code Section to eliminate withholding from payments to Nonresident Contractors and rental recipients if the Nonresident is registered or registers with the SC Department of Revenue or the SC Secretary of State's Office. The Nonresident must provide an affidavit to whomever they are contracting with to that effect.

The Affidavit will be retained by the entity or person letting the contract to the Nonresident. In the absence of an affidavit being provided, withholding will be required (Contracts-—2%, Rental or Royalty Recipients—7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the Nonresident eliminates the requirement to withhold by those letting contracts to Nonresident as well as the posting of the surety bond by the Nonresident. Enclosed is an affidavit and instructions to be used when contracting with Nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the license and registration section at 803 898-5872 or writing the SC Department of Revenue, Registration unit, Columbia, SC 29214-0140.

INSTRUCTIONS

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIRMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-9-310 (A) (3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000.00 in any one calendar year.

Code Section 12-9-310 (A) (2) 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.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

Attachment 4

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

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

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	*State Vendor No.*
By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	*[Not used]*

ATTACHMENT 5
Vendor Application (W9 required with this form)

Francis Marion University
Vendor Application Form

Taxpayer ID Number: ☐ FEIN or ☐ SS

FMU Vendor #:
New Vendor: ☐
Vendor Info Change: ☐

Submit your W-9 form WITH this Vendor Application Form

Company Name or Individual Name (as shown on your income tax return):

Address:

City: State: Zip Code:

Contact Name: Contact E-mail Address:

This is also my address where Purchase orders should be sent. ☐ Yes or ☐ No

---

If you have a "***Doing Business As***" name, please include here.

Doing Business As (DBA) Name:

Address:

City: State: Zip Code:

This is also my address where Purchase orders should be sent. ☐ Yes or ☐ No

---

Payment Remittance Address

Payment Remittance Address:

City: State: Zip Code:

Contact Name: Contact E-mail Address:

This is also my address where Purchase orders should be sent. ☐ Yes or ☐ No

---

E-mail Address for receiving Purchase Orders from FMU:

Would you like to arrange for electronic payment. ☐ Yes or ☐ No

South Carolina Small and Minority Business Certification Number: Expiration Date:

Signature of Individual Completing Form: Date:

For FMU Use Only:

International Vendor Number (FMU will provide):

Purchasing Keyed by: Date: Accounting Reviewed by: Date:

Orig - April 4, 2017

ATTACHMENT 6

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.