Francis Marion University Invitation for Bid

Solicitation Number	**IFB-2488**
Date Issued	**05/27/2026**
Purchasing Officer	**Jennifer D Hester**
Phone	**(843) 661-1161**
E-Mail Address	**jdhester@fmarion.edu**

DESCRIPTION: **Provide Fire Alarms & Fire Sprinklers Testing and Inspection Services for Francis Marion University**

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

SUBMIT OFFER BY (Opening Date/Time): **07/02/2026 2:00 pm EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **06/12/2026 @ 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: **06/10/2026 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 Award will be posted at the Physical Address stated above on **07/06/2026.** 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)	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.)
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	

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)	

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ 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 (%)

End of PAGE TWO

Solicitation Outline

I. Scope of Solicitation

II. Instructions to Offerors

- **A. General Instructions**
- **B. Special Instructions**

III. Scope of Work / Specifications

IV. Information for Offerors to Submit

V. Qualifications

VI. Award Criteria

VII. Terms and Conditions

VIII. Bidding Schedule / Cost Proposal

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-2488- Fire Alarms & Fire Sprinklers Testing and Inspection Services**

***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:

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

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 four (4) additional one-year renewals.

Maximum Contract Period:
Start date: **07/02/2026** End date**: 06/30/2031** 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]

Scope of Services

Acquisition: The scope of this solicitation is for a successful vendor to provide expert Fire Alarm system and Sprinklers testing and inspection per Section III. Scope of Work/Specifications of this document.

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
B. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 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.
BOARD means the South Carolina Budget & Control Board 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 Purchasing Officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Purchasing 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.
PURCHASING 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.[02-2A003-2]

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.

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Purchasing Officer. Unless specifically delegated in writing, the Purchasing Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FMU December 2023)
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 electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

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 Purchasing 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

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 Purchasing 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 Purchasing Officer may render the Offeror non-responsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Purchasing Officer may terminate the contract resulting from this solicitation for default.

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

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]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Purchasing Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

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

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

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

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]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, *unless otherwise approved in writing by the Purchasing Officer.* All communications must be solely with the Purchasing Officer. [R. 19-445.2010]
(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date***. [R. 19-445.2165] [02-2A087-1]

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

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 Purchasing 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 Purchasing 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 Purchasing 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]

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

REJECTION/CANCELLATION (FMU 2023): The University may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part.

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 Purchasing Officer. [R.19-445.2070 and Section 11-35-1520(13)]
(d) Price Reasonableness: Any offer may be rejected if the Purchasing 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]

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

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

VENDOR REGISTRATION MANDATORY (FMU Dec 2023):
You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and on Step 9 – Messages to administration indicate “Update vendor number” with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State Index - Business Entities Online - S.C. Secretary of State (sc.gov) or S.C. Department of Revenue Withholding (sc.gov).

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.

SUBMITTING A PAPER OFFER OR MODIFICATION (SPECIFIED – FMU – APR 2022). Offers must be received in the Purchasing Office by date and time stated on cover page. By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period. For paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a

separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

OFFEROR'S RESPONSIBILITY (FMU – APR 2022): 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.

REJECTION – TIME (FMU – APR 2022): 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 or service is intended.

II. Instructions to Offerors
B. Special Instructions

NOTE REGARDING BIDS: FRANCIS MARION UNIVERSITY WILL NOT ACCEPT FAXED OR EMAILED QUOTATIONS/BIDS. MAIL OR HAND-DELIVER YOUR BID TO THE APPROPRIATE MAILING ADDRESS AS SPECIFIED ON PAGE 1 OF THE COVER PAGE.

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

MAIL PICKUP (FMU – APR 2022): Francis Marion University picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (FMU Nov 2023)
In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the cover page. USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-USBs are provided, each USB in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

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

PROTEST - CPO - MMO ADDRESS (JUN 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 1333 Main Street, Suite 700, Columbia, SC 29201.

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

(this section intentionally left blank)

III. Scope of Work/Specifications

The scope of this solicitation is for a successful vendor to provide expert Fire Alarm system and Sprinklers testing and inspection as specified.

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:

Francis Marion University **Main Campus** **4822 E. Palmetto Street** **Florence, SC 29506**	**Carter Center for Health Sciences** **200 West Evans Street** **Florence, SC 29501**
FMU Performing Arts Center **201 South Dargan Street** **Florence, SC 29506**	**FMU Recording Studio** **255 Warley Street** **Florence, SC 29501**
Leatherman Medical Education Complex **201 West Evans Street** **Florence, SC 29501**	**University Place** **142 North Dargan Street** **Florence, SC 29506**
Freshwater Ecology Center **3742 N. Williston Road** **Florence SC 29506**	

The Medical Education Facility, located at 601 West Gregg Avenue, Florence, SC 29501, and the FMU Forestry Building on the Main Campus will be added at a later date.

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

UNIVERSITY REPRESENTATIVE: All work to be coordinated with and approved by the University Representative for this project. The Director of Facilities Engineering and Maintenance, Mike Richey, is the University Representative for this project and can be reached at (843) 661-1104 or mrichey@fmarion.edu

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.

Note: All systems related to this contract are required to have and maintain UL Certifications.

NOTE: UPON AWARD, THE WINNING VENDOR WILL PROVIDE THE FOLLOWING:

1. **Certificate(s) of Insurance meeting the requirements of the "Contractor's Liability Insurance (FEB 2015)" under Section VII. Terms and Conditions B. Special.**

Additional Services: The University may order, from time to time, require Additional Services consisting of

a) tests, studies, servicing and/or modifications of included equipment and systems to improve operation or reliability beyond that which is characteristic of the existing equipment and/or system as is when in good repair, and

b) servicing, modifications and repairs of equipment which is of a nature similar to that which is included, or which is related to the performance of equipment and systems which are included, but which is not included.

The University and the Contractor will negotiate a Change Order to compensate the Contractor for all additional services. Any and all changes or amendments to the Contract are subject to the prior written approval of the University.

Francis Marion University
Fire Alarm Systems – Test and Inspection
Special Conditions & Requirements

Note: The University requires annual inspection and testing in accordance with NFPA 72 (latest edition).

1.1 Scope of Work

1.1.1 Annually inspect and test, all components of the fire alarm systems in the facilities denoted in Attachment 1 "FMU Buildings Listing for Fire Alarm Systems" in accordance with the requirements of **NFPA 72 (latest edition)** and as otherwise described herein. Adjust, and calibrate where applicable to complete inspection.

2.1 Execution

2.1.1 Work dates to be coordinated with the University Representative. Completion of all annual inspections and submission of all documentation shall be due by mid-August of each year, dates mutually agreed upon by the University and the Contractor relating to completion prior to Fall Semester student move in.

2.1.1.1 Documentation shall be submitted within 30 days after the completion of any inspection.

2.1.2 The Contractor shall be certified and licensed to perform the work as required by **NFPA 72 (latest edition)** and to the satisfaction of the State Fire Marshall. Provide documentation of proper certification to the University upon request.

2.1.3 Provide the annual inspection required by and in accordance with **NFPA 72, utilizing the latest edition throughout the term of this contract**.

2.1.3.1 The Contractor shall submit Inspection form that will be used prior to inspection.

2.1.4 Test, inspect, calibrate, and adjust all components in the fire alarm systems as necessary to ensure all components are in top working order. **Note: "adjust" means make any minor adjustments that do not require any significant time and require no expenses to effect. Example: Blowing the dust off of a smoke detector so that it will properly report.**

2.1.5 Provide inspections, tests and documentation as required and to the satisfaction of State Fire Marshall to meet all that office's requirements for annual testing and inspecting fire alarm systems in the listed buildings.

2.1.6 Provide two hard copies and one digital copy of all documentation to the University's representative.

2.1.7 All repairs and modifications required for system certification shall be itemized with a cost quotation for each item and delivered to the University's representative for consideration.

2.1.8 Provide certification of proper working order for all systems not requiring repairs or modifications for which repairs and modifications proposed by the Contractor are accepted by the University and performed by the Contractor.

2.1.9 Perform all work at the convenience of and as coordinated with the University.

2.1.9.1 Testing or troubleshooting work in buildings **that do not house students** which may cause the buildings' annunciator devices to activate or otherwise cause similar events to occur that would simulate an actual fire emergency as perceived by the buildings' occupants shall be performed at times other than the University's normal operating hours. Perform this work after the close of business during weekdays or on weekends, both as approved by the University.

2.1.9.2 Testing or troubleshooting in buildings **housing students** which may cause the buildings' annunciator devices to activate or otherwise cause similar events to occur that would simulate an actual fire emergency as perceived by the buildings' occupants shall be performed at time periods approved by the University during Spring Break, Christmas holidays, between semesters, or as otherwise allowed by the University.

2.1.9.3 Work resulting in a fire alarm system service interruption shall be performed while the building is not occupied. All interruption work shall be approved by and coordinated with the University for each instance.

Note: ATTACHMENT 1 "FMU Fire Alarm Devices" may be found on the University website at http://www.fmarion.edu/about/solicitationsawards

Note: Samples of prior Inspection and Testing Reports may be found on the University website at http://www.fmarion.edu/about/solicitationsawards

Francis Marion University
Fire Sprinkler Systems & Pumps – Test and Inspection

Special Conditions & Requirements

The University requires annual inspection and testing in accordance with NFPA 72 (latest edition).

1.1 Scope of Work

1.1.1 Annually inspect and test all components of the fire sprinkler systems and pumps in the facilities denoted in Attachment 2 "FMU Buildings Listing for Fire Sprinklers and Pumps" in accordance with the requirements of **NFPA 25 (latest edition)** and as otherwise described herein:

2.1 Execution

2.1.1 Work dates to be coordinated with the University Representative. Completion of all annual inspections and submission of all documentation shall be due by mid-August of each year, dates mutually agreed upon by the University and the Contractor relating to completion prior to Fall Semester student move in.

2.1.1.1 Documentation shall be submitted within 30 days after the completion of any inspection.

2.1.2 The Contractor shall be certified and licensed to perform the work as required by **NFPA 25 (latest edition)** and to the satisfaction of the State Fire Marshall. Provide documentation of proper certification to the University upon request.

2.1.3 Provide the annual inspection required by and in accordance with **NFPA 25, utilizing the latest edition throughout the term of this contract**.

2.1.3.1 Winning contractor shall submit Inspection form that will be used prior to inspection.

2.1.4 Test and inspect all components in the fire sprinkler systems and pumps as necessary to ensure all components are in top working order.

2.1.5 Provide inspections, tests and documentation as required and to the satisfaction of State Fire Marshall to meet all that office's requirements for annual testing and inspecting fire sprinkler systems and pumps in the listed buildings.

2.1.6 Provide two hard copies and one digital copy of all documentation to the University's representative.

2.1.7 All repairs and modifications required for system certification shall be itemized with a cost quotation for each item and delivered to the University's representative for consideration.

2.1.8 Provide certification of proper working order for all systems not requiring repairs or modifications for which repairs and modifications proposed by the Contractor are accepted by the University and performed by the Contractor.

2.1.9 Perform all work at the convenience of and as coordinated with the University.

2.1.9.1 If required, work resulting in a fire sprinkler systems & pumps service interruption shall be performed while the building is not occupied. All interruption work shall be approved by and coordinated with the University for each instance.

Note: ATTACHMENT 2 "FMU Fire Sprinkler Systems & Pumps" may be found on the University website at http://www.fmarion.edu/about/solicitationsawards

Note: Samples of prior Inspection and Testing Reports may be found on the University website at http://www.fmarion.edu/about/solicitationsawards

Francis Marion University

Fire Suppression System – Test and Inspection

Special Conditions & Requirements

Note: The University requires annual inspection and testing in accordance with NFPA 72 (latest edition).

1.1 Scope of Work

1.1.1 Annually inspect and test all components of the fire suppression system in the Paint and Chemical Storage (PAINT/CHEM) building in accordance with the requirements of **NFPA (latest edition)** and as otherwise described herein:

2.1 Execution

2.1.1 Work dates to be coordinated with the University Representative. Completion of all annual inspections and submission of all documentation shall be due by mid-August of each year, dates mutually agreed upon by the University and the Contractor relating to completion prior to Fall Semester student move in.

2.1.2 Documentation shall be submitted within 30 days after the completion of any inspection.

2.1.3 The Contractor shall be certified and licensed to perform the work as required by **NFPA (latest edition)** and to the satisfaction of the State Fire Marshall. Provide documentation of proper certification to the University upon request.

2.1.4 Provide the annual inspection required by and in accordance with **NFPA, utilizing the latest edition throughout the term of this contract**.

2.1.5 Test and inspect all components in the fire suppression system as necessary to ensure all components are in top working order.

2.1.6 Winning contractor shall submit Inspection form that will be used prior to inspection.

2.1.7 Provide inspections, tests and documentation as required and to the satisfaction of State Fire Marshall to meet all that office's requirements for annual testing and inspecting fire sprinkler systems and pumps in the listed buildings.

2.1.8 **Provide two hard copies and one digital copy of all documentation to the University's representative.**

2.1.9 All repairs and modifications required for system certification shall be itemized with a cost quotation for each item and delivered to the University's representative for consideration.

2.1.10 Provide certification of proper working order for all systems not requiring repairs or modifications for which repairs and modifications proposed by the Contractor are accepted by the University and performed by the Contractor.

2.1.11 Perform all work at the convenience of and as coordinated with the University.

2.1.11.1 Work resulting in a fire suppression system service interruption shall be performed while the building is not occupied. All interruption work shall be approved by and coordinated with the University for each instance.

The University Liaison for this project:

Michael Richey, Director of Facilities Engineering & Maintenance
Phone: (843) 661-1104
Email: mrichey@fmarion.edu

**Shipment and delivery coordination must be made with the University Liaison.

General Conditions

DEFAULT: In case or default by the Contractor, Francis Marion University reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

A. Final Condition of the University Property:
   1. The final condition of the University property shall be equal to or better than its condition prior to the commencement of work.
   2. Contractor shall coordinate with the University's Liaison for all materials, components, equipment, supplies, services or completed work required to repair any damages.

B. Damage to University Property:
   1. Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, brick walls, bollards, windows, curbs, buildings or other structures. If University property is damaged or destroyed due to negligence of the Contractor, the damaged item(s) shall be repaired or replaced, according to the University's specifications, by the Contractor ***at no cost to the University.***
   2. Contractor vehicles that cause damage (e.g., leaking fluids on concrete or other hard surface areas) shall be repaired or replaced, according to the University's specifications, by the Contractor ***at no cost to the University***.
   3. Contractor shall report in writing any occurrences or observations of damage to University property, public relations problems, hazardous conditions, or any work assignment that will not be completed as initially agreed upon, immediately to the University's Liaison.
   4. If at any time while on University property, fuel, motor oil, or other fluids, leak and/or spill from the Contractor's vehicle, the driver is to immediately report the incident to the University's Liaison.
   5. The Contractor will be required to respond to complaints regarding these matters within twenty-four (24) hours of notification. The Contractor is responsible for all costs associated with any clean up.
   6. The Contractor shall be liable for any damages or losses caused by its employees, equipment, or agents during the agreement period.

C. Codes, Laws, & Regulations:
   1. All materials used for this contract must be used according to manufacturer instructions.
   2. All work shall comply with all applicable codes and regulations, and shall be done in a workman like manner by craftsmen skilled in the appropriate trade(s), in accordance with the best practices of the trade(s), manufacturer's recommendations, and the best interests of the University, to the satisfaction of the University.
   3. Contractor must observe all OSHA and Safety Laws while on campus.
   4. Contractor shall protect the work from the public and the public from the work in a manner satisfactory to the University.
   5. Students, Faculty, Staff and Visitors of Francis Marion University are to be disturbed in the least possible manner as a part of this contract. Contractor employees are to refrain from any unsavory or unwanted comments, gestures, or sounds towards Francis Marion University students, faculty, staff and visitors.
   6. Contractor must abide by all University regulations including University Parking regulations.
   7. Contractor must abide by and stay apprised of current statutory requirements.

8. Proposer/Contractors and all employees are to obey all laws locally, statewide, and nationally, as well as rules of Francis Marion University when they are on University property. Francis Marion University is a smoke free campus.

D. Use of University Equipment:
   1. The University shall provide barricades for work performed where pedestrians may be present or when otherwise deemed necessary by the University. Contractor may propose barricade placement depending on the particular time and date of assigned installation of sod.

E. Contractor Liaison(s):
   1. Contractor shall provide a primary liaison to coordinate all matters pertaining to this contract and a secondary liaison in the event the primary liaison is unavailable.
   2. Contractor will provide the name, telephone number, fax number, email address, business cell phone number, emergency telephone number and normal working hours of the two liaisons.
   3. Contractor will notify the University liaison of any changes regarding their liaison or if their liaison will be unavailable for extended periods of time.

F. Clean-up:
   1. Contractor will be responsible for clean-up of their work on all job sites.

G. Protection:
   1. Contractor is responsible for providing a safe work environment safeguarding employees, the general public and property while performing the work.
   2. Contractor shall provide and use all means to protect employees and the General Public while performing the work.
   3. Contractor shall provide and use all means to protect the property of the University while performing the work. Contractor shall be held responsible for any damage incurred.
   4. Contractor is responsible for protecting all University property while performing the work.
   5. All equipment and methods shall be satisfactory to the University.

H. Miscellaneous Items:
   1. Contractor must refer all requests from other University personnel to the University Liaison. **Only the University Liaison or his designee can authorize work**, especially if/when services may incur additional charges.
   2. Contractor liaison shall be available to meet to discuss issues related to the contract as requested by the University Liaison.
   3. Contractor shall ensure that all vehicles will be kept in sanitary and good working condition, are well painted and include the Contractor logo.
   4. Upon approval from the University liaison, equipment or property owned or used by Contractor may be left on the University grounds when not in use. The University will identify locations that are appropriate for equipment storage. The University is not responsible for any stolen or damaged equipment while on University property. Upon conclusion and approval of the work completed the Contractor will remove all equipment that had been left on University grounds.

I. Contractor Employee Requirements:
   1. Contractor shall not employ felons, shall not employ anyone not legally authorized to work in the state of South Carolina. Contractor is prohibited from allowing employees to work on campus who have been convicted of violent crimes. Contractor is required to take

adequate measures to ensure that the employees they send to work on campus are not wanted for criminal offenses.

2. Contractor employees are requested to secure all property as much as feasible to reduce theft or damage to equipment or property.
3. Contractor shall ensure that all employees are dressed appropriately with the company logo to provide quick and easy identification to University staff and students. Contractor's employees must display identification at all times while working on campus.
4. All Contractor employees must be fully clothed at all times. Identification must be readily available. Contractor vehicles should have the name of the contractor neatly exhibited on each side of the cab. Vehicles shall be in satisfactory mechanical condition and present a neat and clean appearance.
5. The University reserves the right to request that the Contractor remove any of its employees from campus based upon inappropriate behavior or due to an exhibition of poor conduct.
6. The Contractor shall prohibit its employees from using any substances (drugs, alcohol, etc.) that may cause impairment while performing their duties under this contract. Contractor staff suspected of being impaired shall be immediately removed from performing work under this contract.
7. Contractor and employees shall park their business and personal vehicles in authorized areas only.
8. Contractor shall provide the names of all individuals assigned to work on this contract. Additional workers may be assigned by the contractor during the course of the contract, however those additional workers names shall be provided to the University and shall qualify for work on this contract just as the original workers named by the contractor in its original bid.

J. Payments

1. Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.
2. All invoices shall be itemized to the satisfaction of the University and shall be verified by the University Liaison for this contract, or his/her designee prior to approval of payment.

K. Cancellation:

1. Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day (30) advance notice in writing is given to the contractor.
    a. In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.
    b. Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day (30) advance notice requirement is waived and the default provision in this bid shall apply.

L. Subcontractors:

1. Contractor shall not subcontract work with another company under the terms of this contract or otherwise assign this contract unless approval is obtained from the FMU Director of Purchasing (or his/her assigned designee) during normal business hours by calling (843) 661-1160.

M. Insurance:
   1. Contractor must comply with the Insurance documentation requirements listed under Section VII. (Terms & Conditions – B. Special) under the subsection entitled Contractor's Liability Insurance.
   2. The Contractor must provide a copy of certificate of liability insurance (ACORD 25) with their bid.
   3. Prior to commencement of the work, contractor shall provide to the University a signed, original certificate of liability insurance (ACORD 25) as denoted in the Contractor's Liability Insurance subsection. This certificate must come directly from the insurance agency.
   4. 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.

N. Completion: Contractor shall notify the University's liaison upon completion of work and prior to leaving the work site.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to:

Primary Contact: Mike Richey, Director of Facilities Engineering & Maintenance
Phone: (843) 661-1104
Email: smrichey@fmarion.edu
OR, FMU Purchasing Office, Phone: (843) 661-1160

FMU GENERAL CONDITIONS FOR ROUTINE REPAIR AND MAINTENANCE PROJECTS

ARTICLE 1 - INTENT

1.1 The words "as directed", "as required", or words of like effect mean as directed or required by the University. Similarly, "approved", "permitted", "acceptable", "satisfactory", or words of like effect mean approved or permitted by, or acceptable or satisfactory to the University. Imperative verbs show action required of the Contractor. Requirements expressed in the passive voice are likewise the responsibility of the Contractor.

1.2 When standard specifications such as those of the American Society for Testing and Materials, Federal specifications, or other well-known public or trade association specifications are cited as standards, such specifications shall be as binding as if copied into these Purchase Documents. Unless otherwise expressly stated, standard specifications shall be the latest edition or revision in effect at the time quotations are received.

ARTICLE 2 - SCOPE

2.1 Furnish and do all things necessary to properly perform and deliver the work, including all accessories and services needed for a complete and proper installation, whether or not specifically mentioned herein, except those things specified to be furnished or done by the University or by others. This includes the payment of all fees and taxes and the securing of all permits and licenses pertinent to the work.

ARTICLE 3 - QUALITY ASSURANCE

3.1 All work shall comply with all applicable codes and regulations, and shall be done in a workmanlike manner by craftsmen skilled in the appropriate trade(s), in accordance with the best practices of the trade(s), manufacturer's recommendations, and the best interests of the University, to the satisfaction of the University. All items shall be installed in a workmanlike manner in accordance with best recognized practice in the field concerned. Manufactured items shall be installed in strict accordance with manufacturer's printed directions, specifications, and/or recommendations for an installation of highest quality.
All working parts shall be properly adjusted after installation and be left in perfect working order. Items shall in all cases be installed plumb and true and/or in a proper relationship to surrounding materials.

3.2 Materials to be incorporated into the work shall be stored in a manner which will properly protect them from all contamination and hazards until used. Labeled material shall be kept in original containers until used. The Contractor shall use no materials containing asbestos even if the use of such material is still legal. The Contractor shall properly remove and replace any asbestos-containing materials at no expense to the University.

3.3 When the requirements provide that certain work be inspected or approved by the University prior to the execution or installation of subsequent work, the Contractor shall notify the University 24 hours in advance when the work will be ready to be inspected and shall not proceed with the subsequent work until the work to be inspected has been approved.

ARTICLE 4 - DELIVERIES AND ACCESS

4.1 The Contractor shall closely coordinate deliveries. The University will not be responsible for material delivered into the University or for charges arising from acceptance or refusal of deliveries. Access to the work shall be only approved routes. Vehicles of the Contractor and Contractor's personnel shall be parked only in designated areas.

ARTICLE 5 - PROTECTION OF PERSONS AND PROPERTY

5.1 The Contractor shall protect the work from the public and the public from the work in a manner satisfactory to the University. Open excavations left overnight must be completely barricaded with flashing lights to protect campus personnel. Protect all property affected in the course of the work, or repair or replace all property damaged in the course of the work. Inspect the site and notify the University of any damage found before beginning work. Failure to do so may result in the Contractor being held financially accountable for any damage not so reported. Protect the surrounding area (grass, trees, plants, sidewalks, etc.) from damage and repair or replace any damage thereto caused by the Contractor.

ARTICLE 6 - CONTRACTOR'S USE OF UNIVERSITY FACILITIES

6.1 The University will provide water and electricity for the Contractor's use at existing locations and parking and toilet facilities at approved locations. Ensure routes of travel and University facilities, especially sidewalks, floors, door handles, fixtures, etc., are not inordinately fouled by substances such as grease, mud, tar, etc., which make use of the facility less pleasant for others. Immediately clean up any such substances resulting from Contractor's presence. Cleaning by the University, if necessary, will be done without further notice, and at the Contractor's expense. Refuse shall be disposed of daily unless the University permits more accumulation. Waste materials shall be disposed of off campus. Campus dumpsters are not for the Contractor's use. Contractor's personnel shall use only designated parking and toilet facilities.

ARTICLE 7 - EXISTING CONDITIONS

7.1 The Contractor shall accommodate his work to existing work. No extra payment will be made for minor changes occasioned by work in place or required to coordinate this work with the work of others. If the Contractor finds subsurface or hidden conditions which vary substantially from those which should have been expected, he should

stop the work and bring them to the University's attention. Changes required by such conditions will be ordered as change in the work.

ARTICLE 8 - CHANGE ORDERS

8.1 The University may order changes in the work within the general scope of the work consisting of additions, deletions, or other revisions, the contract sum and the time for completion being adjusted accordingly.

ARTICLE 9 - TIME FOR COMPLETION, AND OWNER'S RIGHT TO COMPLETE THE WORK

9.1 If the Contractor consistently or repeatedly fails or refuses to promptly correct defective work, to supply materials and equipment that comply with the requirements, to obtain required approvals prior to installing an applicable portion of the work, or to diligently pursue the execution of the work to timely completion, the University may, upon giving the Contractor five (5) days written notice, terminate the employment of the Contractor, take possession of the site and of all materials thereon, and complete the work as he deems expedient. If this should occur, the cost of such completion will be deducted from the contract sum prior to payment.

ARTICLE 10 - PAYMENT

10.1 Payment will be made upon completion of the work, including final cleanup and correction of deficiencies noted at the final inspection. If the conduct and progress of the work are satisfactory, the University may elect to make partial payments at intervals during the course of the work. Application for Payment shall include the Purchase Order Number and shall be made on the Contractor's invoice.

IV. Information for Offerors to Submit

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

1. **Submit Bid on Section VIII. Bidding Schedule/Cost Proposal**
2. **Completed Reference Page – a minimum of 3 references (Attachment 5)**
3. **Non-Resident Taxpayer Form (Attachment 7 – two pages)**
4. **Vendor Application Form (Attachment 8)**
5. **W-9 Form (submit a copy of W-9 as part of Attachment 8)**
6. **Open Trade Form (Attachment 6)**
7. **Drug Free Workplace Act Affidavit (Attachment 9)**
8. **Certificates of Insurance**

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]

V. Qualifications

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

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

(a) ADDITIONAL QUALIFICATIONS:

The Offeror shall have been continuously in a business that includes inspection and testing of fire alarm and fire sprinkler systems for the most recent three-year period prior to the date established for opening of bids. The Offeror's principal business shall include these services at locations which are of equal or larger size and scope as the University's system, and which operate substantially in the same manner as the University's system, using components which are equivalent to those in the University's system, and furnishing, installing, and/or servicing these systems shall constitute a substantial portion of the Offeror's business operations.

Offeror shall complete and submit Attachment 5 Offeror's Reference Sheet. Upon request, the Offeror shall furnish a description of the nature and scope of the equipment and/or systems involved with each reference provided.

The Offeror shall maintain, and shall conduct his operations in and from, a permanent place of business, which shall provide adequate facilities to properly provide the services required by this specification. The Offeror shall maintain a place of business, appropriately stocked and staffed, and with appropriate access to additional stock and staff, sufficiently close to the University's location to permit the Offeror to properly meet the responsiveness requirements established herein. The University shall have the right to inspect the Offeror's place(s) of business, to check the Offeror's references, to form an opinion regarding the representations made by the Offeror's references and the adequacy of the place of business, stock, and staffing, and to use that opinion in selecting the successful Offeror.

(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. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]

[05-5010-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. Award Criteria

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

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer, the Purchasing 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).

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. Terms and Conditions

A. General

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

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

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Purchasing Officer, (2) the solicitation, as amended, (3) documentation discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Purchasing Officer shall be void and of no effect. [07-7A015-2]

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

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Purchasing 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.

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

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

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

PAYMENT & INTEREST (FEB 2021): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor’s exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (“an amount not to exceed fifteen percent each year”), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest

be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

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

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

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

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

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

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

VII. Terms and Conditions

B. Special

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):
(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty- eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.
(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006):
(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

CHEMICALS AND OTHER HAZARDOUS MATERIALS (FMU – APR 2022): 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.

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

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

CONTRACT 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.

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015):
(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
(b) Coverage shall be at least as broad as:
(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006):
(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-
(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

FORCE MAJURE (FMU – APR 2022): 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.

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 (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]

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015): To the extent applicable:
(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

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

LIMITATION OF LIABILITY – SINGLE AGENCY (JAN 2020):
(1) Contractor's liability for damages to the Using Governmental Unit shall not exceed [a dollar amount].
(2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
(3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual
Property, (iv) Information Security–Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure–Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.
(4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.
(5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [a dollar amount]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.
(6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

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

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

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Purchasing 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 Purchasing 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 Purchasing Officer no later than fifteen (15) days after the Purchasing Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

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

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

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units’ designated receiving site, or other location, as specified herein. (See Delivery clause).

STAFF LEASING SERVICES (FMU – APR 2022): "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.”

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. [07-7B240-1]

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor

shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

Cancellation for Convenience/Termination Without Cause (FMU 2026)
FMU reserves the right to terminate the resulting contract, in whole or in part, without cause and for its convenience upon thirty (30) days' written notice to the Contractor. The Contractor may terminate the contract without cause only upon providing FMU with at least one hundred twenty (120) days' prior written notice. In the event of termination by either party, the Contractor shall continue to perform all contractual obligations during the applicable notice period unless otherwise directed in writing by FMU. The Contractor shall be compensated for goods delivered and accepted and/or services satisfactorily performed through the effective date of termination. Termination shall not relieve either party of obligations incurred prior to the effective date of termination.

YEAR 2000 WARRANTY (JAN 2006): Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS (FMU – APR 2022): 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 between the contractor and the University Purchasing office. 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.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT (FMU – APR 2022): Francis Marion University 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.

RESTRICTIONS/LIMITATIONS (FMU – APR 2022): 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.

STORAGE OF MATERIALS (FMU – APR 2022): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to or after the time set for requested or necessary services. [07-7B235-1]

FRANCIS MARION UNIVERSITY STANDARD TERMS AND CONDITIONS (2023): Francis Marion University's standard terms and conditions for purchase orders may be found at https://www.fmarion.edu/procurement/ . Terms and Conditions found at that website are not all inclusive, and do not supersede standard terms and conditions of the State of South Carolina.

VIII. Bidding Schedule

NOTE: The Site Visit as scheduled on page 1 is highly recommended.

NOTE: The Medical Education Facility, located at 601 West Gregg Avenue, Florence, SC 29501, and the FMU Forestry Building on the Main Campus will be added at a later date. Pricing for these facilities will be negotiated with the awarded vendor, and the annual charges identified below will be adjusted accordingly to reflect the inclusion of the additional buildings.

Quotation Schedule

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

Note: The University will award to one vendor for the entire contract, the Quotation Schedule consists of one lot of three items.

Item	Description	Total
1	**Annual charge to furnish annual Expert Fire Alarms Testing and Inspection Services as specified in this document.**	

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	Optional	No			_____ YES _____ NO

WWW.PROCUREMENT.SC.GOV/preferences.					

Item	Description	Total
2	**Annual charge to furnish annual Expert Fire Sprinkler Systems & Pumps Testing and Inspection Services as specified in this document.**	

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

Item	Description	Total
3	**Annual charge to provide annual testing and inspection of the fire suppression system in the Paint and Chemical Storage (PAINT/CHEM) building as specified in this document.**	

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

Item	Description	Total
4	**GRAND TOTAL of Items 1-3 above:**	

For Information Purposes – Not for Scoring Purposes

Additional Services

To repair current Fire Alarm and Sprinkler systems, the University will often purchase parts directly from the maker of the Fire Alarm and Sprinkler system and utilize University labor to make the repair. On occasion, the University may request that the vendor performing testing and inspection services perform repairs as an additional service under this contract. No additional service shall be performed without a change order being in place:

For Information Purposes - Additional Services – Labor & Mileage Rates

In reference to the following section of the solicitation on page 11:

> ***Additional Services:*** *The University may order, from time to time, Additional Services consisting of*
>
> *a) tests, studies, servicing and/or modifications of included equipment and systems to improve operation or reliability beyond that which is characteristic of the existing equipment and/or system as is when in good repair, and*
>
> *b) servicing, modifications and repairs of equipment which is of a nature similar to that which is included, or which is related to the performance of equipment and systems which are included, but which is not included.*
>
> *The University and the Contractor will negotiate a Change Order to compensate the Contractor for all additional services. Any and all changes or amendments to the Contract are subject to the prior written approval of the University.*

The University is requesting the following labor and mileage rates for information only:

For informational purposes (not for bid comparison purposes), bidders should provide regular labor, overtime labor, Sunday and Holiday labor and mileage rates which may be charged under the contract terms for Additional Services:

Additional Services	Rate/Cost
Regular labor rate (per hour)	
Overtime labor rate (per hour)	
Sunday & Holiday rate (per hour)	
Mileage (per mile)	

Any price adjustments approved after the initial term (1 year) for the overall contract shall also be applied to the rates for Additional Services. For example, if the initial regular labor rate was $100/hour and the contractor was allowed a 2% increase as a price adjustment in year 2, the regular labor rate for mechanical work would increase to $102/hour. **See clause above entitled "PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY."**

Bidders should state the markup for actual parts, materials, or equipment used in performing Additional Services:

Additional Services (Parts, Materials, or Equipment)	Percentage
Maximum allowed markup percentage	

Authorized Signature _____ Printed Name _____

(Same signature as individual who signed cover page of the solicitation)

IX. Attachments to Solicitation

Attachment 1. **FMU Fire Alarm Devices See 'IFB-2488- Attachment 1 – Fire Alarm Devices' on FMU Website at** http://www.fmarion.edu/about/solicitationsawards

Attachment 2. **FMU Fire Sprinkler Systems & Pumps See 'IFB-2488- Attachment 2 – Fire Sprinkler Systems and Pumps' on FMU Website** http://www.fmarion.edu/about/solicitationsawards

Attachment 3. **FMU Building Listing for Fire Alarm Systems**

Attachment 4. **FMU Building Listing for Fire Sprinkler Systems & Pumps**

Attachment 5. **Offeror's Reference Sheet**

Attachment 6. **Open Trade Representation**

Attachment 7. **I-312 – Non Resident Taxpayer Registration Affidavit**

Attachment 8. **Vendor Application Form**

Attachment 9. **Drug Free Workplace Act Affidavit**

Attachment 10. **Bidder's Checklist**

ATTACHMENT 3

FMU Building Listing for Fire Alarm Systems

Facilities on Main Campus:

1. Cauthen Educational Media Center **(CEMC)**
2. Richardson Center for the Child **(RCC)**
3. The Cottage **(COTT)**
4. Education Foundation Building **(EFB)**
5. Ervin Dining Hall **(EDH)**
6. Facilities Management/Campus Police Building **(FM/CP)**
7. Founders Hall **(FH)**
8. The Grille **(GRILL)**
9. Hyman Fine Arts Center **(HFAC)**
10. University Honors Center **(HC)**
11. Leatherman Science Facility **(LSF)**
12. Lee Nursing Building **(LNB)**
13. McNair Science Building **(MSB)**
14. Office Services **(OS)**
15. Paint and Chemical Storage Building **(PAINT/CHEM)**
16. Pee Dee Education Center **(PDEC)**
17. Rogers Library **(RL)**
18. Smith University Center **(UC)**
19. Stanton Academic Computer Center **(SACC)**
20. Stokes Administration Building **(SAB)**
21. Wallace House/President's Home **(WH)**
22. Warehouse **(WARE)**
23. Griffin Athletic Complex - Field House **(GAC-FH)**
24. Griffin Athletic Complex – Sparrow Stadium **(GAC-SS)**
25. School of Education / School of Business **(SOEB)**
26. Engineering Workshop **(EW)**

Student Housing Facilities:

27. Allston Housing Office Complex **(AHOC)**
28. Forest Villas – Thigpen Hall **(FV-O)**
29. Forest Villas – Cusac Hall **(FV-P&Q)**
30. Forest Villas – King Hall **(FV-R&S)**
31. Forest Villas – Allen Hall **(FV-T&U)**
32. Forest Villas – Beaty Hall **(FV-V&W)**
33. Heyward Community Center Building **(HCC)**
34. Residence Hall - Palmetto Hall **(RL-A)**
35. Residence Hall - Swamp Fox Hall **(RL-B)**
36. Residence Hall - Marion State Hall **(RL-C)**
37. Residence Hall - Belle Isle Hall **(RL-D)**
38. Residence Hall - Snow Island Hall **(RL-E)**
39. Residence Hall - Watson Hall **(RL-F)**

Facilities Not on Main Campus:

40. FMU Performing Arts Center **(PAC)** - located at 201 S. Dargan Street, Florence, SC
41. FMU Recording Studio **(REC) –** located at 255 Warley Street, Florence, SC
42. Carter Center for Health Sciences **(CCHS)** – located at 200 West Evans Street, Florence, SC

43. University Place **(UP)** – located at 142 North Dargan Street, Florence, SC
44. Leatherman Medical Education Complex **(LMEC)** – located at 201 West Evans Street, Florence, SC
45. Freshwater Ecology Center **(FEC)** – located at 3742 N. Williston Road, Florence, SC 29506
Note: The Freshwater Ecology Center is in the final stages of completion. The Freshwater Ecology Center will not require Fire Alarm systems inspection and testing in year 1 of the contract.

ATTACHMENT 4

FMU Building Listing for Fire Sprinkler Systems & Pumps

Facilities on Main Campus:

1. Richardson Center for the Child **(RCC)**
2. The Cottage **(COTT)**
3. Leatherman Science Facility **(LSF)**
4. Lee Nursing Building **(LNB)**
5. University Honors Center **(HC)**

Student Housing Facilities:

6. Forest Villas – Thigpen Hall **(FV-O)**
7. Forest Villas – Cusac Hall **(FV-P & Q)**
8. Forest Villas – King Hall **(FV-R&S)**
9. Forest Villas – Allen Hall **(FV-T&U)**
10. Forest Villas – Beaty Hall **(FV-V&W)**
11. Residence Hall - Palmetto Hall **(RL-A)**
12. Residence Hall - Swamp Fox Hall **(RL-B)**
13. Residence Hall - Marion State Hall **(RL-C)**
14. Residence Hall - Belle Isle Hall **(RL-D)**
15. Residence Hall - Snow Island Hall **(RL-E)**
16. Residence Hall - Watson Hall **(RL-F)**

Facilities Not on Main Campus:

17. FMU Performing Arts Center **(PAC)** - located at 201 S. Dargan Street, Florence, SC
46. Carter Center for Health Sciences **(CCHS)** – located at 200 West Evans Street, Florence, SC
47. University Place **(UP)** – located at 142 North Dargan Street, Florence, SC
48. Leatherman Medical Education Complex **(LMEC)** – located at 201 West Evans Street, Florence, SC
49. Freshwater Ecology Center **(FEC)** – located at 3742 N. Williston Road, Florence, SC 29506
    Note: The Freshwater Ecology Center is in the final stages of completion. The Freshwater Ecology Center will not require Fire Alarm systems inspection and testing in year 1 of the contract.

ATTACHMENT 5
OFFEROR INFORMATION
References:

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 6
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 7

STATE OF SOUTH CAROLINA
DEPARTMENT F 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)

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:
http://www.sctax.org/Forms+and+Instructions/withholding/default.htm

ATTACHMENT 8
Vendor Application (W9 required with this form)

FRANCIS MARION UNIVERSITY
VENDOR APPLICATION FORM

FMU Vendor #: _____
❑ New Vendor
❑ Vendor Info Change

This form is to be completed in its entirety and submitted with a copy of the vendor's applicable IRS taxpayer identification form (W-9 for United States based vendors or W-8 BEN for international vendors).

VENDOR INFORMATION

Taxpayer ID Number *(either FEIN or SS#)*	FEIN	-	SS#	- -
Company Name or Individual Name *(as shown on your income tax return)*				
Doing Business As (DBA) *(if different from name above)*				
Mailing Address	Street: _____ City: _____ State: _____ Zip: _____			
Purchase Order Address ❑ *Same as Mailing Address*	Street: _____ City: _____ State: _____ Zip: _____			
Remittance Address ❑ *Same as Mailing Address*	Street: _____ City: _____ State: _____ Zip: _____			
Would you like to arrange for electronic payment?	❑ Yes ❑ No	South Carolina Small and Minority Business Certification Number	# _____ Expiration Date: _____	

VENDOR CONTACT INFORMATION

Purchasing / Sales Contact	Name	Email Address	Phone Number
Accounting / A.R. Contact	Name	Email Address	Phone Number

REQUIRED SIGNATURE

Signature of Individual Completing this form		Date

ACCOUNTING / PURCHASING USE ONLY

Purchasing Review By		Date
Accounting Review By		Date

ATTACHMENT 9
Drug Free Workplace Act Affidavit

AFFIDAVIT

I certify that we will comply with Section 44-107-10, ET Seg., relating to the South Carolina Drug-Free Workplace Act to provide a drug-free workplace. (Note: this clause applies to any resultant contract of $50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding chapter 107, so as to enact the Drug-Free Workplace Act. (See, Act no. 593, 1990 Acts and Joint Resolutions.)

Vendor:_____

_____
Street or P. O. Box City State Zip

Telephone: _____

Printed Name: _____

_____ _____
Signature Title

Date: _____

F.E.I N: _____or S.S. #_____

FAILURE TO FURNISH THIS AFFIDAVIT WILL RESULT IN THE DELAY OF CONTRACT

THIS PAGE MUST BE SIGNED

Please return to: Francis Marion University
Purchasing Department
P. O. Box 100547
Florence, SC 29502-0547

Attn: Jennifer D Hester
Director of Purchasing

Fax: 843-661-1165
Tel: 843-661-1161
Email: jdhester@fmarion.edu

ATTACHMENT 10

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.

Rev: 10/10/06
Rev: 09/15/09
Rev: 10/26/09
Rev: 05/10/10
Rev: 04/17/14
Rev: 09/15/15