



Greenville Technical College
Request for Written Quotes

Solicitation Number: GTC-24-04-300RFQ
 Collegewide Pest Control Services
 Date Issued: **May 14, 2024**
 Procurement Officer: Valentina Johnson
 Phone: (864) 250-8180
 E-Mail Address: valentina.johnson@gvltec.edu
 Mailing Address: PO Box 5616 Greenville, SC

DESCRIPTION: Collegewide Pest Control Services

USING DEPARTMENT UNIT: Property Management

The Term "Offer" Means Your "Bid" or "Proposal". Solicitation Number must appear on your quote.

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: Greenville Technical College
 Purchasing – MS 1236
 PO Box 5616
 Greenville, SC 29606-5616

PHYSICAL ADDRESS: Greenville Technical College
 Attn: Valentina Johnson
 738 S. Pleasantburg Dr
 Greenville, SC 29607

SUBMIT BID BY (Opening Date/Time): June 4, 2024 @ 2:00 PM

QUESTIONS MUST BE RECEIVED BY: May 22, 2024 @ 5:00 PM

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original hard copy & One (1) hard copy marked COPY.**

Please also submit 1 electronic copy of offer on USB flash drive

CONFERENCE TYPE	DATE & TIME
<p>Site Visit-Not Mandatory If you choose not to have a site visit, this does not relieve you 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.</p>	<p>Site Visit can be scheduled by contacting Barbie Brinson at (864) 236-6443</p>

AWARD & AMENDMENTS

Award is scheduled to be posted on **June 10, 2024** The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.gvltec.edu/purchasing/>

By submitting a quote, 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)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship Partnership

(See "Signing Your Offer" provision.)

Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Pages One and 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)

Area Code - Number - Extension: _____
Facsimile: _____
E-mail Address: _____

PAYMENT ADDRESS
(Address to which payments will be sent.)

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

(check only one)

- Payment Address same as Home Office Address
- Payment Address same as Notice Address

(check only one)

- Order Address same as Home Office Address
- Order Address same as Notice Address

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

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

PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

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

PREFERENCES DO NOT APPLY 11-35-1524 (E)(5)

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

Scope of Work

Greenville Technical College (GTC) is seeking quotes from qualified vendors to provide pest control services for multiple locations collegewide as specified in this solicitation. This will be a one (1) year contract with four (4) options to renew for a period of one (1) year each option. The maximum potential length of this contract if all options are exercised is five (5) years.

Minimum Requirements:

Bidders must provide:

- Copies of their South Carolina Pesticide License(s) in the appropriate categories required
- Proof of five (5) years commercial experience servicing entities similar in size and scope
- Three (3) References for similar services within the last three (3) years

The Bidder shall provide proof of the above minimum qualifications by furnishing copies of their letters, certificates and other documentation (as applicable), which clearly document said qualifications.

References shall include the following:

- Client name, address, phone, and email address
- Description of all services provided
- Performance period
- Total annual amount of contract

Description of services

Inspect and provide for the elimination of ants, roaches, rats, mice, spiders, fleas, silverfish, millipedes and other common pests.

Initial Intensive Service: Provide initial/annual intensified corrective program to eliminate pest infestations. This service should include a thorough inspection of facilities and the application of approved residual pesticides to eliminate existing pests.

Rodent bait stations (to include means of service documentation i.e., stickers) will be included as needed and multi-catch traps will be used in food service areas if needed. Any burrows will be treated as well. Traps/stations will be numbered and a schematic diagram will be provided and maintained.

Ongoing Service Program: Insect elimination: Inspect and treat as necessary at least once each calendar month for listed pests. Areas of service will include food service kitchen areas, food storage areas, vending areas, rest rooms, dining rooms, kitchens (Student Center, Culinary, Child Development Center and Information Technologies) and maintenance areas. Additionally, the lower level of the Administration Building will be serviced monthly. All other areas of all facilities will be inspected and treated at least on a quarterly basis, with a schedule to be provided by the vendor.

Rodent elimination: Maintain traps in storage areas and at potential rodent entry points as needed. Maintain exterior bait stations using EPA approved rodenticides. Monthly written service documentation will be provided for all rodent control equipment. Greenville Tech will be responsible for the replacement cost of stolen/damaged rodent equipment.

Documentation of Services: A pest management log book will be furnished and maintained by the vendor and shall include a minimum of the following:

- Description of Pest Elimination program
- Current/updated MSDS sheets for all materials used
- A section for filing pest and sanitation reports
- Diagram of trap and bait station numbers and locations and service documentation

Material and Equipment: All labor, materials and equipment necessary to render service will be furnished and remain the property of the vendor with the exception of rodent control equipment purchased by Greenville Technical College. Material use and methods of application will be in accordance with established procedures and in compliance with

Federal, State and local regulatory agencies.

Service Hours: 6:00 am to 8:00 pm. The office of Custodial Services (or Public Safety outside normal operating hours) will be contacted prior to any service and a service report will be left with our representative at the conclusion of any service. Vendor will provide a local 24-hour contact person responsible for service at our location.

Additional Calls: Service calls for included pests between regularly scheduled visits will be honored at no additional cost and will be answered within four hours for emergencies and within 48 hours in all other cases.

Insurance: The Successful Bidder shall provide a copy of their current Certificate of Insurance with their offer. The Certificate of Insurance shall name Greenville Technical College as an Additional Insured or Certificate Holder, shall remain valid and in full force for the entire duration of the contract and shall provide adequate coverage meeting the solicitation requirements. The adequacy of the liability coverage provided will be determined by College management at its sole discretion.

Additional Services: The Successful Bidder shall provide the following services at additional cost only upon request:

- Termite control
- Fly control products
- Fumigation
- Bird and other pest control

Billing: Invoices shall be submitted to the College on monthly basis. Each invoice shall contain, at a minimum, the following information:

- Date and time of service
- Detailed charges
- Location of service
- Total Charges

Payments: The Purchasing Card (P-Card) is the preferred method of payment for this contract.

Information to be submitted by Offerors

Offerors must submit the following information/documentation to be considered for award:

1. Cover page and page 2 of this solicitation document
2. Certificate of insurance listing GTC as a Certificate Holder
3. Copies of South Carolina Pesticide License(s) in the appropriate categories required
4. Proof of five (5) years commercial experience
5. Three (3) References for similar services within the last three (3) years
6. W9
7. Supplier Classification Form (included at the end of this document)

Service Locations

The College may add or remove locations at any time during the life of this contract and will work with the awarded vendor to adjust pricing accordingly.

Main Campus-Barton – approximately 750,000 sq.

506 S Pleasantburg Dr., Greenville, SC 29607

Building #	Name
101	Center for Health and Life Sciences
102	Student Success Center
103	Engineering Technologies Building/Bookstore
104	University Transfer Building
105	Student Center
106	Industrial Complex Buildings A, B, C and D
107	Facility Resources
108	Institutional Effectiveness/Logistics Building
112	Dental Technology Building
116	Central Energy Plant
117	Nursing Science Building
118	Child Development Center
119	Charter High School
120	Allied Health
121	Criminal Justice Building
122	STAT
123	Administration Building
124	Michelin Center

Brashier Campus – approximately 87,000 sq.

1830 W Georgia Rd, Simpsonville, SC 29680

Building#	Name
201	George Bomar Center
202	Ralph S. Hendricks Center
203	Brashier Middle College

Benson Campus – approximately 98,000 sq.

2522 Locust Hill Rd, Taylors, SC 29687

Building #	Name
301	Main Building
302	Lower Back Building (behind 301)
303	Maintenance Building

Northwest Campus – approximately 99,000 sq.

8109 White Horse Road, Greenville, SC 29617

Building #	Name
402	Main Building
403	Pet Grooming

Buck Nickel Center – approximately 93,000 sq.

216 South Pleasantburg Drive, Greenville, SC 29607

Building 3	Name
501	Buck Mickel Center

University Center – approximately 124,000 sq.

225 S Pleasantburg Dr, Suite A-7, Greenville, SC 29607

Building #	Name
601	University Center
604	Central Energy Plant (behind Publix)

SCTAC Facilities/Readiness Center – approximately 60,000 sq.

915 Perimeter Rd, Greenville, SC 29605

Building #	Name
702	South Carolina Army & National Guard Readiness Center

McKinney Automotive Center – approximately 165,000 sq.

227 N Pleasantburg Dr, Greenville, SC 29607

Building#	Name
801	McKinney Regional Automotive Center for Excellence

401-489 Keith Dr, Greenville, SC 29607

Building#	Name
802	McKinney Regional Automotive Center for Excellence/Wagner Building

Center for Manufacturing Innovation – approximately 97,000 sq.

575 Millennium Blvd., Greenville, SC 29607

Building#	Name
CMI	Center for Manufacturing Innovation

AWARD CRITERIA – BIDS (JAN 2006):

Award will be made to the lowest responsible and responsive bidder. [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one **(1) year(s)**, 0-month(s), and 0-day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

[07-7B245-3]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006):

Start Date: June 10, 2024 End Date: June 9, 2029 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]

Written Questions

Questions must be submitted in writing to valentina.johnson@gvltec.edu no later than May 22, 2025 at 5:00 PM. Questions received after this date and time will not be answered. Please put "GTC24-04-300RFQ-Pest Control Questions" in the subject line of your email.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

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 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]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

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]

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. [02-2A065-1]

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]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

circumstances.

- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

DUTY TO INQUIRE (modified)

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.

ETHICS CERTIFICATE (MAY 2008)

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

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year

the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

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 Procurement Officer. All***

- (b) communications must be solely with the Procurement Officer. [R. 19-445.2010]
- (c) 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]

REJECTION/CANCELLATION (JAN 2004)

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

PROTEST - CPO - MMO ADDRESS (Modified)

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 post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-1]

QUALIFICATIONS 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]

EQUAL OPPORTUNITY (JAN 2006)

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

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]

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]

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]

PRICE SCHEDULE				
Item	Location	Monthly Cost	Annual Estimated Quantity	Extended Cost
1	Barton Campus	\$	12	\$
2	Brashier Campus	\$	12	\$
3	Benson Campus	\$	12	\$
4	Northwest Campus	\$	12	\$
5	Buck Nickel Center	\$	12	\$
6	University Center	\$	12	\$
7	SCTAC Facilities/Readiness Center	\$	12	\$
8	McKinney Automotive Center	\$	12	\$
9	Center for Manufacturing Innovation	\$	12	\$
BID TOTAL				\$

Please carefully read the Preferences sections in this document prior to claiming any preference

Initial here if you are claiming Resident Contractor Preference _____

Initial here if you are claiming Resident Subcontractor Preference _____

Initial here if you are claiming Resident Vendor Preference _____



SUPPLIER CLASSIFICATION FORM

Company Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____ Phone: _____

Company Email Address: _____

Principal Product/Service: _____ Current supplier? YES NO

Complete below to identify and certify your company qualifies as Large, Small, Women or Minority owned:
(Check only those that apply)

- Large Business Concern** – A major corporation with more than 500 employees.
- Small Business Concern** – A business concern, including its affiliates, independently owned and operated which is not dominant in the field of operation and which meets Small Business Administration standards as to the number of its employees and/or dollar volume of its business. (Generally under 500 employees)
- Minority Business Concern** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more minority individuals or other individuals found to be economically and socially disadvantaged as established by the South Carolina’s Division of Small and Minority Business Contracting and Certification (SMBCC) and whose management and daily operation are controlled by such individuals. **Check all appropriate boxes below:**
 - African American Female
 - Hispanic American Male
 - Asian-Pacific American
 - Native American (American Indian, Eskimo, Aleut)
- Women Owned Business Concern** – A business that is at least 51% owned by a non-minority woman who controls the daily management.
- Veteran Owned** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more Veterans.

CERTIFICATION STATUS:

- My company is certified by an authorized agency (attach copy).

Signature of Preparer

Printed Name of Preparer

Date