



ORANGEBURG-CALHOUN TECHNICAL COLLEGE  
3250 ST. MATTHEWS RD.  
ORANGEBURG, SC 29118

## REQUEST FOR WRITTEN QUOTATION

RFQ #: OC-2-2223

Issue Date: January 11, 2023

Buyer: Scarlet Geddings

Phone: 803-535-1243

Mandatory Site Visit: January 24, 2023 @ 3:00 p.m.

Gulbrandsen Conference Room, Bldg. S, 1<sup>st</sup> Floor

Open Date: February 1, 2023 @ 2:00 p.m.

Public opening not held for quotes.

Orangeburg-Calhoun Technical College is soliciting quotes for Grass Maintenance Services as specified.

This contract will begin on April 1, 2023, and will be awarded on the initial basis of a one-year term. Contract will be renewable for one consecutive year if the entire contract period is within budgetary constraints, and in agreement with Orangeburg-Calhoun Technical College and the awarded vendor.

Successful vendor will be required to submit copies of any applicable licenses, a W-9 form and a Certificate of Liability Insurance.

All quotes must be returned by February 1, 2023 @ 2:00 p.m. to:

Scarlet Geddings  
Purchasing Officer  
Orangeburg-Calhoun Technical College  
3250 St. Matthews Road  
Orangeburg, SC 29118  
803-535-1243 phone  
803-535-1388 fax  
geddingss@octech.edu

**SPECIFICATIONS ORANGEBURG-CALHOUN TECHNICAL COLLEGE  
GRASS MAINTENANCE SERVICES**

**CONTRACT BID AREAS**

Contract bid areas are as listed on the Grass Maintenance Contract Bid Area list included in this package.

**Mandatory Site Visit: January 24, 2023 @ 3:00 p.m. Meet in Gulbrandsen Conference Room, Bldg. S.**

The services required include cutting, trimming, and the application of pesticides and herbicides, as needed, of college grass areas listed in documents. The approximate acreage being 19, with actual acreage being the responsibility of service provider. Generally, all grassed areas within the college perimeter road are included with the exception of 14 grassed islands depicted in red hatching on associated aerial map. The only areas outside of perimeter road are adjacent to Cook road and side of Cook road and entrance nearest I-26 depicted in green hatching on associated aerial map.

The areas to be maintained are described by college description below.

<b>Area</b>	<b>Description</b>	<b>Approximate Acreage</b>
GRS-1	Area in front of 'R' and up entry road to speed bump. (both sides of road, including around gate.)	2.34
GRS-2	Large area in front of building 'A'	2.69
GRS-3	Large area at corner of 601 & Cook Rd. (includes ditch)	2.53
GRS-4	Cook Rd entry & small grass areas around K, M, N & U	2.37
GRS-5	Area around truck driving pad, 'L', end of parking lots & front of 'K'	1.85
GRS-6	Area around 'E', 'I' and 'J'.	3.3
GRS-9	Areas at end of 'I' & 'J', around building 'R', 'C', front of 'A' & 'S'.	1.49
GRS-10	Rose Garden & area between 'A' & 'B' and 'B' & 'S'.	.37
GRS-12	Area on Cook Rd. past entrance. (including ditch)	1.93
	Approximate Total Acreage	18.5

**SCOPE OF WORK:**

- A. Contractor will maintain standards established by this scope of work throughout this contract.
- B. On a weekly basis during the cutting season starting April 1<sup>st</sup> and ending September 30<sup>th</sup>, cut grass and maintain adjacent borders in specified areas (by trimming or spray treatment not exceeding a 6 inch border, no spraying around storm water inlets), then apply, as necessary, pesticides or herbicides to maintain the scope of this contract.
- C. Bedded areas are not included in this scope, but care must be taken to not damage these areas.
- D. After cutting, clean all roadways, sidewalks and/or concrete areas affected by work. All debris shall be removed from the site and disposed of by contractor at the completion of each service.
- E. Protect trees, shrubs and ground cover in areas maintained under this contract.

Contractor will mow specified turf areas at least once per week during the cutting season starting April 1<sup>st</sup> and ending September 30<sup>th</sup> and once per month during off season starting October 1<sup>st</sup> and ending March 31<sup>st</sup>. Mowing shall be with a rotary or mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Contractor may leave clippings on the lawn as long as no readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removal of such.

**NON-PERFORMANCE PENALTIES**

- A. The Contractor will propose a schedule for recurring grass maintenance services for each location and provide to college. This schedule will be utilized to conduct random site checks to ensure contractor adherence to these specifications. Contractor must notify College in the event that they are not able to adhere to the established schedule during any particular week.
- B. In the event the contractor fails to accomplish any task under this scope of work Agency will provide reasonable notice to take corrective action. If the Contractor does not perform the service, Agency may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due the contractor for that monthly period.
- C. In the event the contractor fails to accomplish certain tasks, and the delay in taking corrective action results in a missed service, The College may deduct the following amounts from the affected month's contracted fee. (calculated from the total award divided by the approximate acreage of each area listed in contract):

For <u>each</u> occurrence in each bid area when sidewalks or concrete areas are not cleaned after work.	\$25
For <u>each</u> week in <u>each</u> bid area when grass maintenance services are not performed, calculated from the total award divided by the approximate acreage of each area listed in contract document bid summary.	
Weekly service trips are a required part of this contract between April 1 <sup>st</sup> and September 30 <sup>th</sup> and monthly between October 1 <sup>st</sup> and March 31 <sup>st</sup> . If weather prohibits service and the contractor is un-able to provide make up service within the same month, a pro-rated deduct may be assessed to account for this failure to maintain services in this contract.	

**CONTRACTOR RESPONSIBILITIES**

The Contractor will provide his own labor, tools, equipment, fertilizers, pesticides, transportation, etc. The Contractor will dispose of all trimmings and dead growth. Environmentally approved vegetation killers are permissible in all areas to the extent that they do not adversely affect the plants and trees which have been planted, but must be approved by The College prior to application.

**IDENTIFICATION**

Contractor personnel will carry contractor identification at all times while on College property. Contractor personnel will show identification when asked by College employees, law enforcement officers or security personnel.

**PROFESSIONAL AND GENERAL LIABILITY INSURANCE**

Contractor shall file with COLLEGE evidence of general liability insurance certifying coverage contained therein. Such insurance shall provide protection against property and personal injury liability. The Certificate of Insurance shall identify the insurer and the Contractor, the type and amount of insurance, the location and operations to which the insurance applies, and the effective and expiration dates of the policies of insurance. Further, the contractor shall advise THE COLLEGE of any changes of insurance company, coverage, limits of liability and notices of cancellation of insurance. Limits of liability shall be not less than one hundred thousand dollars (\$1,000,000) per occurrence of personal injury suffered or alleged to have been suffered by reason of or in the course of operations under this contract, whether occurring by reason of acts of omissions of the contractor, or any subcontractor, or both. Such insurance shall be maintained throughout the term of this contract and may not be canceled without providing at least thirty (30) days advance notice of such cancellation to THE COLLEGE. The contractor must maintain workers compensation insurance for its employee's.

**INDEMNIFICATION**

The Contractor agrees to hold harmless and indemnify THE COLLEGE against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of the Contractor. All policies of insurance carried by the Contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which THE COLLEGE may carry.

**PRICING**

Pricing shall be provided for all areas per month and shall be provided for the contract year. Prices shall not be changed during the course of the contract unless THE COLLEGE changes requirements or adds or deletes service areas or as a result of legislative changes that affect the contractor's costs. In that event, the contractor shall submit cost data to THE COLLEGE for review and approval.

**PAYMENT**

The successful contractor shall submit invoices at the first of each month following the services. THE COLLEGE will remit payment within 21 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by THE COLLEGE.

**CANCELLATION**

THE COLLEGE reserves the right to cancel the contract by giving a 30-day written notice, if the service received should become unsatisfactory.

**AWARD**

THE COLLEGE reserves the right to award this contract in whole or in parts.

QUOTE SCHEDULE  
**RFQ # OC-2-2223**  
**Deadline: February 1, 2023 @ 2:00 p.m.**

**GRASS Maintenance Contract Bid Area (Cutting Season April 1<sup>st</sup> thru September 30<sup>th</sup>)**

Area	Description	Weekly Amount
GRS-1	Area in front of 'R' and up entry road to speed bump. (both sides of road, including around gate.)	
GRS-2	Large area in front of building 'A' & around fountain area.	
GRS-3	Large area at corner of 601 & Cook Rd. (includes ditch)	
GRS-4	Cook Rd entry & small grass areas around K, M, N & U	
GRS-5	Area around truck driving pad, 'L', end of parking lots & front of 'K'	
GRS-6	Area around 'E, 'T' and 'J'.	
GRS-9	Areas at end of 'T' & 'J', around building 'R', 'C', front of 'A' & 'S'.	
GRS-10	Rose Garden & area between 'A' & 'B' and 'B' & 'S'.	
GRS-12	Area on Cook Rd. past entrance. (including ditch)	
	Sub Total Weekly	
	Total of 26 Weekly Cutting Season Amounts	

**GRASS Maintenance Contract Bid Area Monthly (Off Season October 1<sup>st</sup> thru March 31<sup>st</sup>)**

Area	Description	Monthly Amount
GRS-1	Area in front of 'R' and up entry road to speed bump. (both sides of road, including around gate.)	
GRS-2	Large area in front of building 'A' & around fountain area.	
GRS-3	Large area at corner of 601 & Cook Rd. (includes ditch)	
GRS-4	Cook Rd entry & small grass areas around K, M, N & U	
GRS-5	Area around truck driving pad, 'L', end of parking lots & front of 'K'	
GRS-6	Area around 'E, 'T' and 'J'.	
GRS-9	Areas at end of 'T' & 'J', around building 'R', 'C', front of 'A' & 'S'.	
GRS-10	Rose Garden & area between 'A' & 'B' and 'B' & 'S'.	
GRS-12	Area on Cook Rd. past entrance. (including ditch)	
	Sub Total Monthly	
	Total of 6 Monthly Off Season Amounts	

**BID SUMMARY**

ANNUAL TOTAL FOR WEEKLY CUT	\$
ANNUAL TOTAL FOR MONTHLY CUT	\$
TOTAL ANNUAL QUOTE	\$

**Submitted by:**

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**Company Contact**

**Date**

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**Email**

**Phone**

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**Company Name**

**Address**

## Terms of Contract

**This will be a multi-term contract to extend from April 1, 2023, thru March 31, 2025. Contract will be awarded on the initial basis of a one-year term. Contract will be renewable for one consecutive year if the entire contract period is within budgetary constraints, and in agreement with Orangeburg-Calhoun Technical College and the awarded vendor.**

A unit price shall be given for each supply and service. These prices must be the same throughout the extent of the contract. Offerors must submit prices for the entire two-year period of performance.

Award will be determined by the lowest quote for the entire two-year period.

This contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the state's rights or the contractor's rights under any termination clause in the contract (listed below). The procurement officer must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period.

**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.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006):** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW (JAN 2006):** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (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 ninety (90) days prior to the expiration of the then current term.

**TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006):** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

ORANGEBURG-CALHOUN TECHNICAL COLLEGE  
QUOTE INSTRUCTIONS

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Quote cost of Grass Maintenance as specified.

Quotes are requested on the products listed.

Award will be made to one bidder for entire quantity.

Deliveries shall be made to:  
Orangeburg-Calhoun Technical College  
Attn: Shipping and Receiving  
3250 St. Matthews Rd.  
Orangeburg, SC 29118.

\*\*Unit price to be shown for each item.

Do not add any taxes to this Request for Quotation.

NO Public Opening: No public opening will be held for requests for quotations.

Manufacturer's standard warranty will be required in writing at the time of delivery of product.

Offerer's quoting other than specified must include the catalog number and manufacturer's name of the item offered and attach manufacturer's latest catalog and/or specifications sheets with their return bid.

The successful bidder must furnish and deliver required equipment and or products with operational instructions to be given.

Delivery : Delivery and invoicing must be completed in a timely manner.

The right is reserved to reject any quotation in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

Quotations other than by manufacturer, must be submitted by factory authorized dealers only.

ORANGEBURG-CALHOUN TECHNICAL COLLEGE WILL ACCEPT FAXED QUOTATIONS. Faxes must be sent to the attention of Scarlet Geddings at 803-535-1388.

Quotes must be received in the Purchasing Department on or before the date stated. Please reference title and quote number on return envelope.

If a statement of award is desired, enclose a stamped, self-addressed envelope.



## GENERAL PROVISIONS

1. Orangeburg-Calhoun Technical College reserves the right to reject any and all quotes in whole or in part, to waive all technicalities and to cancel the solicitation.
2. Unit Prices: Unit prices will govern over extended prices unless otherwise stated in notice.
3. Offeror's Qualifications: Offerors must, upon request of the College furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The College reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
4. Offeror's Responsibility: 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 bid. 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 the quote or to the contract.
5. Award Criteria: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose quote meets the requirements and criteria set forth in the Request For Quote.
6. Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible thereof. Deviations must be explained in detail on separate attached sheet(s).
7. DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the procurement 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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]
8. BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
9. OMIT TAXES FROM PRICE: Do not include any sales or use taxes in Your price that the State may be required to pay.
10. PROTEST: Right to protest under Section 11-35-4210(1) of the SC Consolidated Code does not apply. RE: Small Purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

## SPECIAL PROVISIONS AND CONDITIONS

The State of South Carolina, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the College or failure of the College to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Vendor's quotation.

Vendor shall dispose of all wrapping, crating and other disposable materials pertaining to the contract at the end of each working day and upon completion of the installation.

The Vendor shall repair at his expense any damage done to the buildings and other interior or exterior structures as well as any landscaping resulting directly from the execution of this contract.

The Vendor shall be liable for payment of all monies becoming due or owing either to the College or persons performing labor or furnishing materials in connection with the contract in the event that any actions by the Vendor incur costs to the College.

The Vendor shall comply with all of the applicable provisions of federal, state and local laws, ordinances and regulations, and shall procure all licenses or permits and pay required fees and taxes necessary to lawfully perform this contract.

The College will not be responsible for and the Vendor shall hold the College harmless from any obligations or liabilities assumed or created by the Vendor. The Vendor shall not set out or hold itself out to be an Agent for the College and nothing herein shall be construed as creating the relationship of partners, joint ventures or agency. The College shall be held harmless for any damage to any property or person resulting from performance of the contract.

The Vendor or any subcontractors of the Vendor who enter College premises pursuant to this contract shall comply with the Occupational Safety Health Act (OSHA) of 1970 and all regulations and standards issued pursuant thereto, and all SC DHEC regulations. The Vendor and any subcontractors of the Vendor hereby agree to indemnify and save harmless the College for any loss, damage, fine, penalty or expense whatsoever the College may suffer as a result of failure of the Vendor or its subcontractors to comply with said regulations and standards.

The College shall make payment to the Vendor upon the College's acceptance of the completed job and submission of an invoice to the College's Accounts Payable Department.

The vendor shall provide MSDS to the college purchasing office prior to commencement of the contract for any known chemical used in performance of the contract. The vendor shall provide current MSDS to the college purchasing office for any additional chemicals to be used on college premises prior to bringing the chemicals onto college premises.

The vendor shall be fully responsible for the lawful usage, storage and disposition of any chemical brought onto college premises and shall follow all federal, state and municipal laws and regulations as they apply. The college shall hold the vendor fully liable for any damages, fines or penalties that may be assessed against the college resulting from the vendor's failure to follow the laws and regulations.

The vendor shall ensure that his agents, employees and subcontractors follow all of the above stated requirements.

Vendor warrants that all work resulting from award of this request for quotation will be performed in a professional manner consistent with industry practice.

Additions and/or deletions may be made to the scope of work during the progress of the contract only by written amendment issued by OCtech's Procurement office.

**Chemicals and Other Hazardous Materials:** Chemicals and other hazardous materials will be properly labeled and Material Safety Data Sheets (MSDS) will be provided when shipping such materials to the College. Vendors are required to send updated MSDS sheets when properties of materials are changed and/or physical and health instructions become

different.

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

## **Additional Terms of Contract**

### **SOUTH CAROLINA PURCHASE ORDER CLAUSE SET (DEC 2015)**

**AGREEMENT** means any transaction or agreement arising out of, relating to, or contemplated by the relationship of which this purchase order forms a part. The terms and conditions of this document (including the attached purchase order) shall apply notwithstanding any additional or different terms and conditions in any invoice or other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice, confirmation, or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):** (a) 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 Procurement 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 Procurement 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 Procurement 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 restricts transfers by operation of law.

**CHOICE-OF-LAW:** 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. The UN Convention on the International Sale of Goods shall not apply to this agreement.

**CONTRACTOR:** means the business entering the contract of which this purchase order forms a part.

**CONTRACTOR PERSONNEL:** You shall enforce strict discipline and good order among your employees and other persons carrying out the Work. You shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S USE OF STATE PROPERTY:** 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 you. You 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.

**CONTRACTOR'S OBLIGATION - GENERAL:** You 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. You must act as the prime contractor and assume full responsibility for any subcontractor's performance. You 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.

**DELIVERY / PERFORMANCE LOCATION:** F.O.B. Destination. Destination is the shipping dock of the State's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. (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 addressed to Contractor at the address provided on the last invoice received by State from Contractor 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.

**DRUG FREE WORK PLACE CERTIFICATION:** You certify that you 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.

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By accepting this purchase order, 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. 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.

**IRAN DIVESTMENT ACT - CERTIFICATION:** (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at [procurement.sc.gov](http://procurement.sc.gov). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By accepting this purchase order, you certify that, as of the date you accept, you are not on the then-current version of the Iran Divestment Act List.

**ETHICS CERTIFICATE:** By accepting this purchase order, you certify that you have and will comply with, and have 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 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.

**INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011):** Without limitation, 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, cancellation, 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.

**LICENSES AND PERMITS:** You are 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 of South Carolina, county, city or other government entity or unit to accomplish the Work.

**MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in the purchase order, all equipment, material, and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

**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.

**OWNERSHIP OF DATA & MATERIALS:** All data, material and documentation prepared for the State pursuant to this Agreement shall belong exclusively to the State.

**PAYMENT & INTEREST:** (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. (b) Unless otherwise agreed, payment will be made by check mailed to the address appearing on the purchase order form. (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.

**PROCUREMENT OFFICER** means the person executing this purchase order or the State's procurement director.

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

**STATE** means the governmental unit identified in the purchase order.

**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.

**YOU and YOUR** means Contractor.

**WORK** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill its obligations under the Contract.

[07-07C010-3

## PROCUREMENT PREFERENCES

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

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

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile 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).

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

### **Please check below all preferences that you are claiming:**

- South Carolina End Product
- US End Product
- Resident Vendor

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 or the Resident Contractor Preference. 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)). (check only one)

In-State Office Address same as Home Office Address

In-State Office Address same as Notice Address

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