



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

REQUEST FOR WRITTEN QUOTATION

RFQ #: OC-2-2324

Issue Date: November 1, 2023

Buyer: Scarlet Geddings

Phone: 803-535-1243

Open Date: November 15, 2023 @ 5:00 p.m.

Public opening not held for quotes.

Orangeburg-Calhoun Technical College is requesting quotes for Student Accident Insurance as specified in this solicitation.

This contract will begin on January 1, 2024, and will be awarded on the initial basis of a one-year term renewal for four consecutive years if in agreement with Orangeburg-Calhoun Technical College and the awarded vendor.

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

All quotes must be returned by November 15, 2023 @ 5:00 p.m. to:

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

Terms of Multi-Term Contract

This will be a multi-term contract to extend from January 1, 2024, thru December 31, 2028. It will be awarded on the initial basis of a one-year term renewal for four consecutive years if in agreement with Orangeburg-Calhoun Technical College and the awarded vendor.

A unit price shall be given for each supply and service.

Award will be determined by the lowest quote for the entire five-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: 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.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: 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: 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: 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: 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.

Specifications

Student Accident Insurance

This policy should cover all Students enrolled in courses offered on the campus of Orangeburg Calhoun Technical College and students receiving training sponsored by the College at off campus locations.
The policy period should extend 52 weeks of the calendar year.

OCtech is requesting two quote options for Maximum Benefit of coverage. After evaluation, the lowest quote within budgetary limitations will be awarded the contract.

Primary Coverage

Covered Activities

- All Activities on the campus of Orangeburg-Calhoun Technical College
- Training activities sponsored by the College and conducted at off-campus locations.
- Travel on a supervised and approved outing such as student association meeting, plant tours or student seminars.

Covered Expenses

- Out-patient hospital expenses such as use of the emergency room, x-rays, casts, dressing and medical supplies
- Hospital room and board expense for daily charges made by the hospital for room and board during resident in-patient confinement.
- Hospital Miscellaneous charges made by hospital for services and supplies other than room and board, such as cost of operating room, laboratory, x-rays, drugs and medicines, anesthesia and dressing while confined in a hospital as a resident in-patient.
- Treatment by a physician.
- Treatment by a graduate registered nurse other than a nurse who is related to the insured person by blood or ordinarily resides in the insured person's home.
- Professional ambulance service for transportation to or from hospital.
- Dental treatment made necessary by injury to natural teeth.
- Blood, blood products and artificial blood products, and the transfusion thereof;
- Physical therapy and occupational therapy
- Rental of Durable Medical Equipment
- Artificial limbs, artificial eyes or other prosthetic appliances
- Medicines or drugs administered by a Physician or that can be obtained only with a physician's written prescription.

Eligibility:

All student participants in school sponsored and supervised activities including club sports but excluding intercollegiate/intramural. A student is also covered while traveling directly and without interruption, to and from any school activity and his or her home.

Description of Hazards

While at school during hours school is in session, while participating in a school activity and while traveling to and from such activity via school-sponsored transportation. School transportation means a schools bus or van owned or chartered by the school or a private automobile arranged for in advance by the school to carry one or more students. A school activity means any event that the institution requires attendance or any function without interruption, to and from any school sponsored activity and his or her home.

Coverage

Type of Coverage - Accident Only - Primary
Option 1: Maximum Benefit \$10,000 Per Injury
Option 2: Maximum Benefit \$20,000 Per Injury
Maximum Dental Benefit: \$500 per injury
No Deductible
Coinsurance - 100% of Reasonable and Customary

Period of Coverage: Semester
Cost Per Student Based on Enrollment

Past Enrollment Figures

Spring 2019 - 2,700	Summer 2019 - 1,676	Fall 2019 - 2,669
Spring 2020 - 2,547	Summer 2020 - 1,487	Fall 2020 - 2,454
Spring 2021 - 2,315	Summer 2021 - 1,599	Fall 2021 - 2,486
Spring 2022 - 2,370	Summer 2022 - 1,549	Fall 2022 - 2,394
Spring 2023 - 2,289	Summer 2023 - 1,535	Fall 2023 - 2,471

Accidental Dismemberment Benefit

For Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
The Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Summary of claims over the last five years:

Policy Year January 1 - December 31	Number of Claims	Amounts of Claims Paid	Annual Premium Paid
2019	1	\$330.51	\$3,381.60
2020	0	\$0	\$3,114.24
2021	0	\$0	\$3,072.00
2022	0	\$0	\$3,030.24
2023	0	\$0	\$3,021.60

Exclusions

Policy must include these Exclusions - at a minimum

The policy shall not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. Suicide or any attempt at suicide or intentionally self-inflicted injury or attempt at intentionally self-inflicted injury.
2. Sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
3. The Insured's commission of or attempt to commit a felony
4. Declared or undeclared war, or any act of declared or undeclared war.
5. Participation in any team sport or any other athletic activity, except participation in a Covered Activity.
6. Full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned Premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss cause while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. Travel or Flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
 - a. Riding as a passenger in any aircraft not licensed for the transportation of passengers for hire.
 - b. Performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
8. Any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
9. The insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.
10. Repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing durable medical equipment unless for the purpose of modifying the limb because injury has caused further impairment in the underlying bodily condition.
11. New or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of injury up to the dental maximum shown in the benefit schedule
12. New eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because injury has caused further impairment of sight.
13. New hearing aids or hearing examinations unless injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because injury has caused further impairment of hearing.
14. Rental of durable medical equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of durable medical equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a usual and customary covered accident medical expense in lieu of such rental expense).
15. Personal comfort or convenience items, such as but not limited to hospital telephone charges, television rental, or guest meals.
16. An emergency evacuation for which any benefits are payable under the Policy's emergency evacuation benefit.
17. Any condition for which the insured is entitled to benefits under any Worker's Compensation Act or similar law.

QUOTE SCHEDULE
RFQ # OC-2-2324
Deadline: November 15, 2023 - 5:00 p.m.

Please quote both options for Maximum Benefit of coverage. After evaluation, the lowest quote within budgetary limitations will be awarded the contract.

Item #	Unit of Measure	Description			Unit Price	
1.	1	Option 1 Student Accident Insurance as specified with: Maximum Benefit \$10,000 per injury Cost Per Student FTE				

Item #	Unit of Measure	Description			Unit Price	
1.	1	Option 2 Student Accident Insurance as specified with: Maximum Benefit \$20,000 per injury Cost Per Student FTE				

Submitted by:

Company Name	Address	Phone
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Company Contact	Email Address
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ORANGEBURG-CALHOUN TECHNICAL COLLEGE
QUOTE INSTRUCTIONS

Quote cost of OCTech Student Insurance 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).

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) 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. 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.

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]

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. **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
