



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

## REQUEST FOR WRITTEN QUOTATION

### READVERTISED RFQ #: OC-1-2025

Issue Date: March 17, 2025

Buyer: Scarlet Geddings

Phone: 803-535-1243

Open Date: March 31, 2025

Public opening not held for quotes.

Questions Due by March 25, 2025 @ 2:00 pm

Orangeburg-Calhoun Technical College is soliciting quotes for Landscape Bed Maintenance Services.

#### To include:

Weeding, cultivating, trimming, pruning, edging and the application of pesticides, herbicides and fertilizers in specified beds/locations on campus.

This contract will begin on **April 14, 2025**, and will be awarded on the initial basis of a one-year term. The contract will be renewable for a maximum of two additional consecutive years if within budgetary constraints and in agreement with Orangeburg-Calhoun Technical College and the awarded vendor. Contractors are responsible for being knowledgeable of the area quoted. If you would like to visit OCtech and view the contracted area, please contact Laney Cornelius at 803-535-1335.

Successful vendor will be required to submit copies of any applicable licenses. Cat. 3 ornamental and turf pest control is required of the vendor at time of award. Cat. 7(a) industrial/institutional/structural will be required of the awarded contractor within 60 days of the contract begin date. A W-9 form and a Certificate of Liability Insurance will also be required.

All quotes must be returned by **March 31, 2025 @ 5:00 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  
GROUNDS BED MAINTENANCE SERVICES**

**CONTRACT BID AREAS**

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

**If you would like to visit OCtech and view the contracted area, please contact Laney Cornelius at 803-535-1335.**

The services required include weeding, cultivating, trimming, pruning, and the application of pesticides, herbicides and fertilizers.

**SCOPE OF WORK:**

- A. Contractor will maintain standards established by this scope of work throughout this contract.
- B. On a weekly basis, inspect landscaped/vegetated areas and produce a task list of work to be performed, then implement as necessary to maintain the scope of this contract. Weed and remove moss; also trim, and remove new or dead growth so walkways, sidewalks and barked areas are kept clean and look well-cared for. Trimming during growing season shall occur as needed to ensure the following standards are met:
  - Remove dead, damaged and diseased portions of plants.
  - Prune all Crape Myrtle's and Roses in February to March time frame. Trees will be kept pruned to allow at least 2 feet of unobstructed space between the ground and the lowest limb.
  - Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge
  - Cherry trees pruned after blooming, late Spring, early Summer. Trees will be kept pruned to allow at least 2 feet of unobstructed space between the ground and the lowest limb.
  - Hedges shall be kept trimmed to no more than 3 feet in height with a neat appearance maintained.
  - Other shrubs will be kept pruned to no higher than 3-½ feet above the ground. When pruning shrubs, the base should be wider than the top.
  - Trees, shrubs and ground cover must be kept off signs, fences, and walls, sitting areas, walkways and driveways.
  - Camelias and Azaleas are to be trimmed after flowering is completed and not after June 30<sup>th</sup>. Tea Olives (*Osmanthus fragrans*) to be trimmed between November and July. Prune vines, and shrubbery in the fall, after the typical growing season.
- C. Bedded areas, asphalt in parking areas and concrete pads shall be kept weed, grass and moss free by hand or use of herbicides approved by Agency. Care must be taken to not damage adjacent areas.
- D. Rake all bedded areas as often as required to ensure a fresh mulch appearance. Re-mulching of any location will be at the discretion of Agency and will be covered under a separate purchase order.
- E. Sweep or blow clean all sidewalks and/or concrete areas affected by work. All debris shall be removed from the site and disposed of by contractor.
- F. Trees, shrubs and ground cover: weed, pest and disease control
  - Contractor shall practice Integrated Pest Management (I P M) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90°F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls. Weeds in beds or mulched areas

will usually be removed mechanically or by hand. Upon College approval, herbicides may be employed for heavy weed infestations.

- The College encourages environmentally sensitive maintenance practices. Provide the College a minimum of 48 hours notice prior to "blanket" applications of herbicides, fungicides, insecticides or pesticides. All chemicals must be EPA approved and applied under the supervision of a licensed South Carolina Pesticide Applicator per the manufacturer's recommendations. Provide a Material Safety Data Sheet (MSDS) to Agency for any chemicals used.
  - Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. Base pest and disease control program on site historical data.
  - Keep planter beds and tree wells free of weeds and debris on a weekly basis throughout the year. Control weeds with contact spray herbicide, hand-weeding and selective use of pre-emergent herbicides. Apply only at manufacturers approved rates to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. Contractor is responsible for any damages incurred as a result of herbicide application and must repair or replace any such damage at no cost to college.
  - Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the Contract. Regularly monitor all plant material and immediately notify owner of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify College of correctable disease and/or insect problems, and must replace any such damaged plant material at no additional cost to college.
  - All dormant, non-evergreen ornamental grasses and daylilies should be cut/cleaned in February. The contractor will remove and dispose of all litter from beds while working in service area.
- G. Palm tree pruning will be done one (1) time per year to remove brown fronds and seed heads. No green palm fronds shall be removed. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied.
- H. The college will require random treatment of flying pest, i.e., wasps, bees, etc. and fire ant hills adjacent to buildings. As such, the contractor will need to perform as needed. The college is receptive to being authorized to treat such under supervision of the awarded contractor.

#### NON-PERFORMANCE PENALTIES

- A. The Contractor will establish a schedule for recurring ground maintenance actions 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:

For <u>each</u> occurrence in each bid area when sidewalks or concrete areas are not cleaned after work.	\$50
For <u>each</u> week in <u>each</u> bid area when leaves or debris are not removed from landscape area when leaves are falling.	\$100
Weekly service trips are a required part of this contract. 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 service contract.	Deduction will be prorated based on the quoted

## **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 monthly. 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.

## **CONFERENCE -- PRE-PERFORMANCE**

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

**Landscape Maintenance Contract Bid Area**

<b>Area Description</b>	<b>Adjacent Building</b>	<b>Special Comments</b>
GNDS-LDS-A-001	A	Bed maintenance areas in front of building 'A'.
GNDS-LDS-A-002	A	Bed maintenance areas in rear of building 'A'.
GNDS-LDS-B-003	B	Bed maintenance areas in rear of building 'B' & Rose Garden.
GNDS-LDS-B-004	B	Bed maintenance areas in front of building 'B'.
GNDS-LDS-C-005	C	Bed maintenance areas for side of 'C', facing 'B'.
GNDS-LDS-C-006	C	Bed maintenance areas between building 'C' and 'D'.
GNDS-LDS-C-007	C	Bed maintenance areas in planters between buildings 'C' and 'E'.
GNDS-LDS-G-008	G	Bed maintenance areas between building 'B' and 'G'.
GNDS-LDS-H-009	H	Bed maintenance areas facing parking lot # 1.
GNDS-LDS-J-010	J	Bed maintenance areas at end of building 'J'.
GNDS-LDS-K-011	K	Bed maintenance areas at rear of building 'K', facing Hwy 601.
GNDS-LDS-K-012	K	Bed maintenance areas at front of building 'K', facing parking.
GNDS-LDS-L-013	L	Bed maintenance areas behind building 'U'. (between corridor and rear parking.)
GNDS-LDS-M-014	M	Bed maintenance areas in planters of building 'M'.
GNDS-LDS-N-015	N	Bed maintenance areas in front of building 'N' and parking lot.
GNDS-LDS-O-016	O	Bed maintenance areas in front of building 'O' and old courts.
GNDS-LDS-Q-017	Q	Bed maintenance areas around Pond House.
GNDS-LDS-R-018	R	Bed maintenance areas in front of building 'R', facing Hwy. 601.
GNDS-LDS-R-019	R	Bed maintenance areas between building 'R' and 'D'.
GNDS-LDS-S-020	S	Bed maintenance areas in front of building 'S'.
GNDS-LDS-S-021	S	Bed maintenance areas between building 'S' and 'B'.
GNDS-LDS-S-022	S	Bed maintenance areas behind building 'S'.
GNDS-LDS-S-023	S	Bed maintenance areas between building 'S' and 'K'.
GNDS-LDS-S-024	S	Bed maintenance areas in front 'S' & around fountain.
GNDS-LDS-T-025	T	Bed maintenance at both entrances to 'T', & parking
GNDS-LDS-T-026	T	Bed maintenance areas side of 'T', right side of bldg
GNDS-LDS-T-027	T	Bed maintenance areas side of 'T', left side of bldg
GNDS-LDS-T-028	T	Bed maintenance areas front of 'T'.
GNDS-LDS-U-050	U	Bed maintenance areas front of 'U'.
GNDS-LDS-U-051	U	Bed maintenance areas between building 'U' and 'K'.
GNDS-LDS-U-052	U	Bed maintenance areas between building 'U' and 'L'.
GNDS-LDS-U-053	U	Bed maintenance areas rear of building 'U'.
GNDS-LDS-030	N/A	Entrance sign nearest I-26
GNDS-LDS-031	N/A	Main entrance to building 'R', left side.
GNDS-LDS-032	N/A	Main entrance to building 'R', right side.

GNDS-LDS-033	N/A	Main entrance to building 'S', left side.
GNDS-LDS-034	N/A	Main entrance to building 'S', right side.
GNDS-LDS-035	N/A	LED Sign at corner of Cook Rd. & Hwy. 601
GNDS-LDS-036	N/A	Cook Road Entrance, both sides
GNDS-LDS-040	N/A	Parking areas and roadways in front of bldg. 'K' & 'M'.

## RE-ADVERTISED RFQ # OC-1-2025

Deadline: **March 31, 2025** @ 5:00 pm

Item #		Description		Cost	
1.		Quote Landscape Maintenance Services as outlined in quote specifications. To include weeding, cultivating, trimming, pruning, edging, and the application of pesticides, herbicides and fertilizers.			Per year
		* Contract will be awarded to successful vendor. College expects to be billed monthly in 12 equal invoices.			

By signing this quote, contractors are agreeing to all terms and conditions included in the Request for Quote.

Vendor Contact: \_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

Quote cost of Landscape Bed Maintenance Services as specified.

Quotes are requested on the products listed.

Award will be made to one bidder for entire quantity.

Services shall be provided 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.

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.

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.

## Additional Terms of Contract

**This will be a multi-term contract to extend from April 14, 2025, thru April 13, 2028. It will be awarded on the initial basis of a one-year term renewable for two additional consecutive years if 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. Award will be determined by the lowest quote for yearly services.

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.

PRICE ADJUSTMENTS (JAN 2006) (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;(b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.  
[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006) Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

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.

AGREEMENT AWARDED PURSUANT TO CODE: This agreement is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:(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 restrict 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.

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

**EFT INFORMATION:** The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document.

**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.

**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, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnities" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**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.

**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.

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

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

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.

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.

QUESTIONS FROM OFFERORS (FEB 2015) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page.

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 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 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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.

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.

## 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 - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, 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, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

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

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

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

\_\_\_\_\_ Resident Contractor

\_\_\_\_\_ Resident Subcontractor

If claiming this preference you must identify the type of subcontractor preference claimed and the number of subcontractors claimed for that preference.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Vendor Representative

\_\_\_\_\_  
Date