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GOVERNOR  
CURTIS M. LOFTIS, JR.  
STATE TREASURER  
BRIAN J. GAINES  
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CHAIRMAN, SENATE FINANCE COMMITTEE  
BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
GRANT GILLESPIE  
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES  
DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018  
JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
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## Protest Decision

**Matter of:** Southeastern Laundry Equipment Sales, LLC  
**File No.:** 2024-136  
**Posting Date:** April 22, 2024  
**Contracting Entity:** Francis Marion University  
**Solicitation No.:** RFP-2435  
**Description:** Laundry Services

### DIGEST

The Chief Procurement Officer (CPO) denies the protest of Southeastern Laundry Equipment Sales LLC (Southeastern), challenging Francis Marion University's (the University) use of the competitive sealed proposal source selection method<sup>1</sup> for the referenced solicitation when the deadline to challenge the solicitation had passed. Southeastern's protest is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer<sup>2</sup> (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

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<sup>1</sup> In its protest, Southeastern refers to this source selection method as "the RFP competition."

<sup>2</sup> The Chief Procurement Officer delegated the administrative review of this protest to the Director of Statewide Sourcing.

## **BACKGROUND**

Request for Proposals Issued	12/18/2023
Amendment 1 Posted	02/05/2024
Statement of Award Posted	03/13/2024
Protest Received	03/13/2024

The facts pertinent to this decision are:

- On December 18, 2023, the University issued a solicitation for proposals to provide laundry vending services to manage and operate the University’s two laundry facilities. [Exhibit B]
- Amendment One<sup>3</sup> posted February 05, 2024, answering only one question about reporting requirements.
- By the deadline for receipt of proposals, the University received three offers. [Exhibit C]
- The University evaluated offers and determined the offer of Caldwell & Gregory (Caldwell) to be the most advantageous. [Exhibit D]
- On March 13, 2024, the University posted a notice of intent to award a contract to Caldwell. [Exhibit E]
- Southeastern timely filed a notice of intent to protest and protest on March 13, 2024.

## **DISCUSSION**

Southeastern’s protest is most unusual, making clear that the Procurement Officer “followed every rule.” Southeastern’s issue is with the subjective nature of the proposal evaluation process resulting in an award for a price significantly higher than its own price. The requested remedy is unusual as well, asking the CPO to “consider requiring a best-bid process for laundry contracts at

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<sup>3</sup> Amendment 1 is not relevant to the protest and is not included as an exhibit.

universities and colleges, conducted at the state level.”<sup>4</sup> Southeastern also stated that the successful vendor offered to pay \$1,000 annually to the Department of Residence Life as a part of their proposal which “created an obvious financial incentive for the committee to grade the successful vendor’s technical proposal more favorably.”

With respect to the first ground of protest, the solicitation explained the source selection method as a competitive sealed proposal (request for proposal). S.C. Code Ann. §11-35-4210(1)(a) grants the right to protest to:

A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with a solicitation shall protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date of issuance of the Invitation For Bids Request for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue.

S.C. Code Ann. §11-35-4210(1)(b) grants an actual bidder the right to protest the award or intent to award:

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the appropriate chief procurement officer in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code; except that a matter that could have been raised pursuant to subitem (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(emphasis added)

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<sup>4</sup> Southeastern’s argument is tantamount to challenging FMU’s source selection method determination, something that is protestable provided it is timely. As discussed in this decision, it is not.

Because this issue could have been raised as a protest of the original solicitation but was not, it cannot now be raised as a protest of the award, and the CPO lacks jurisdiction to consider this item of protest.<sup>5</sup> Therefore, the CPO must dismiss this item of protest as untimely.<sup>6</sup>

With respect to its second grounds of protest, Southeastern assumes that the \$7,000 Student Benefit Allowance (SBA) (\$1,000 annually) was a primary consideration in this solicitation evaluation. This is not supported by the record. None of the evaluators' evaluation notes identify the SBA as factor in arriving at their evaluator scores. Furthermore, over the seven-year contract term with an estimated total potential contract value of \$300,000 or more, the SBA would be considered de minimis.<sup>7</sup>

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<sup>5</sup> Whether or not the CPO agrees with the protestant is irrelevant where the CPO lacks jurisdiction.

<sup>6</sup> Implied in Southeastern's protest is a complaint that price was undervalued. The source selection method was competitive sealed proposals per S.C. Code Ann. § 11-35-1530. Under this source selection method, price is one of a number of factors and need not be the most significant factor. This method does require the State to identify all the evaluation factors to be considered and state their relative importance. S.C. Code Ann. §11-35-1530(5). FMU did this in Section VI of the solicitation stating:

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous:

1. Plan including response times
2. Qualifications
3. Price

In other words, the solicitation identified price as the least important factor. Having failed to protest this as a protest of the solicitation, Southeastern cannot now raise it as a protest of the award or intended award.

<sup>7</sup> The CPO agrees with Southeastern that Caldwell should have included the SBA in its price proposal but finds that in this case, it had no effect on scoring of the technical proposal. As to the scoring of the price proposal, price was scored using a mathematical formula that did not take into account or include the SBA in any way. However, had it been considered in the price evaluation, it would have been to the benefit of C&G and made no difference in the rankings.

Protest Decision, page 5  
Case No. 2024-136  
April 19, 2024

**DECISION**

For the reasons stated above, the CPO denies the protest of Southeastern.



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Stacy Adams  
Director of Statewide Sourcing

Columbia, South Carolina

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Protest Appeal Notice (Revised July 2023)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2023 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

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1. What is your/your company's monthly income? \_\_\_\_\_

2. What are your/your company's monthly expenses? \_\_\_\_\_

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

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

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**





**From:** [Michael Hatchell](#)  
**To:** [White, John](#)  
**Cc:** [Robbie Saladino](#)  
**Subject:** [External] RFP#2435, Francis Marion University laundry equipment and service  
**Date:** Wednesday, March 13, 2024 6:48:37 PM  
**Attachments:** [C&G REDACTED Francis Marion University 2024 RFP 2435 Laundry Services 1print \(1\).pdf](#)

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Hello Mr. White,

This is Michael Hatchell with Southeastern Laundry Equipment Sales. Please forgive me for interrupting your day. We just completed the RFP competition for laundry equipment and services at Francis Marion University that has left us somewhat bewildered. This contract involves the rental of approximately 100 commercial laundry appliances for the students to use in the dorms, with repair service. The process was conducted by the purchasing office according to the specifications. From our calculations, the successful vendor's price was 53.8% higher than Southeastern, or \$21,000 per year higher on a seven-year contract.

I want to be clear that Jennifer Hester in the FMU purchasing office has followed every rule, and she has been wonderful. Our concern is with the result. All three vendors proposed the exact same appliances, and we are all required to follow the RFP requirements related to service. This price difference equates to \$149,940 over the life of the agreement. This price difference could fund a dozen scholarships. The scoring summary is attached.

Our overriding concern is with the overly subjective nature of the process, which is causing the State to pay an extravagant amount for laundry equipment.

Secondly, the successful vendor offered a payout of \$1,000 annually to the department of Residence life in their Technical proposal. This created an obvious financial incentive for the committee to grade the successful vendor's technical proposal more favorably. This represents a price reduction and should have only been evaluated as part of the price proposal. See page 64 of the attached proposal from the successful vendor.

We rarely protest any award, however this situation is beyond unreasonable. Most of all, we would like to see a less subjective process that is conducted directly by the Materials Management Office. If the appliances are the same, and the service requirements are the same, shouldn't this be a best-bid scenario?


Many states are now soliciting Requests for Bids instead of RFPs for laundry equipment and service and conducting them through their state procurement office. The price charged today by laundry companies is largely impacted by their debt load, in addition to the cost of equipment and service. Southeastern is a family-owned company with no debt, which is why our price is substantially lower. This scenario has been repeating for years, so there are multiple state schools in South Carolina today who are paying too much for laundry equipment and service. In this case, no laundry vendor needs \$51 per machine per month to provide new equipment with service, especially when the contract is for seven years. Southeastern's fixed price was based on \$32.50 per machine per month for seven years.

Please consider requiring a best-bid process for laundry contracts at universities and colleges, conducted at the state level. Thanks very much for your time. I'd greatly appreciate hearing your thoughts.

Respectfully submitted,

Michael Hatchell  
Regional Manager & University Specialist  
Southeastern Laundry Equipment Sales, LLC  
336-613-7846  
[www.selaundry.com](http://www.selaundry.com)

# Exhibit B

 <b>Francis Marion University Request for Proposal</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Solicitation Number</td> <td style="padding: 2px;"><b>RFP-2435</b></td> </tr> <tr> <td style="padding: 2px;">Date Issued</td> <td style="padding: 2px;"><b>12/18/2023</b></td> </tr> <tr> <td style="padding: 2px;">Purchasing Officer</td> <td style="padding: 2px;"><b>Jennifer D Hester</b></td> </tr> <tr> <td style="padding: 2px;">Phone</td> <td style="padding: 2px;"><b>(843) 661-1161</b></td> </tr> <tr> <td style="padding: 2px;">E-Mail Address</td> <td style="padding: 2px;"><b>jdhester@fmarion.edu</b></td> </tr> </table>	Solicitation Number	<b>RFP-2435</b>	Date Issued	<b>12/18/2023</b>	Purchasing Officer	<b>Jennifer D Hester</b>	Phone	<b>(843) 661-1161</b>	E-Mail Address	<b>jdhester@fmarion.edu</b>
Solicitation Number	<b>RFP-2435</b>										
Date Issued	<b>12/18/2023</b>										
Purchasing Officer	<b>Jennifer D Hester</b>										
Phone	<b>(843) 661-1161</b>										
E-Mail Address	<b>jdhester@fmarion.edu</b>										

DESCRIPTION: **Provide Laundry Services for Francis Marion University**

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

SUBMIT OFFER BY (Opening Date/Time): **02/20/2024 at 2:00 PM EST**    See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **02/05/2024 at 2:00 PM EST**    See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one (1) electronic copy, three (3) copies in hard copy clearly marked "COPY", one (1) redacted copy in hard copy and one (1) redacted electronic copy. Financial Considerations must be submitted in one separate, sealed envelope.**

<b>SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.</b>		
<b>MAILING ADDRESS:</b> <b>Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547</b>	<b>EXPRESS SHIPPING ADDRESS:</b> <b>Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506</b>	<b>HAND-DELIVERY:</b> <b>Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506</b>

<b>CONFERENCE TYPE:</b> <b>Pre-Proposal/Site Visit</b> <b>DATE &amp; TIME:</b> <b>02/01/2024 2:00 PM</b> <b>As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions</b>	<b>LOCATION:</b> <b>Francis Marion University, Ervin Dining Hall (Main Laundromat), 4822 East Palmetto Street, Florence, SC 29506</b>
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<b>AWARD &amp; AMENDMENTS</b>	A <b>Notice of Intent to Award</b> will be posted at the Physical Address stated above on <b>02/28/2024</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.fmarion.edu/procurement/solicitationsawards/">http://www.fmarion.edu/procurement/solicitationsawards/</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	DATE SIGNED
(See "Signing Your Offer" provision.)	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)
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# PAGE TWO

**(Return Pages One and Two with Your Offer)**

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>     	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>   <hr/> <p>Address</p> <hr/> <p>Area Code - Number - Extension <span style="float:right">Facsimile</span></p> <hr/> <p><b>E-mail Address</b></p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p>     <p>___ Payment Address same as Home Office Address          ___ Payment Address same as Notice Address (<b>check only one</b>)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>     <p>___ Order Address same as Home Office Address          ___ Order Address same as Notice Address (<b>check only one</b>)</p>
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<p><b>ACKNOWLEDGMENT OF AMENDMENTS</b>                  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)</p>							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

End of PAGE TWO

# **Solicitation Outline**

## I. Scope of Solicitation

## II. Instructions to Offerors

- A. General Instructions
- B. Special Instructions

## III. Scope of Work / Specifications

## IV. Information for Offerors to Submit

## V. Qualifications

## VI. Award Criteria

## VII. Terms and Conditions

- A. General
- B. Special

## VIII. Bidding Schedule / Price-Business Proposal

## IX. Attachments to Solicitation

# I. SCOPE OF SOLICITATION

## INTRODUCTION

It is the intent of Francis Marion University ("FMU" or the "University") to solicit proposals for a Contractor to provide Laundry Vending Services for FMU in accordance with all requirements stated herein. The awarded contractor shall manage and operate the two University laundry facilities and provide all necessary equipment for the life of the contract. This award will be to one contractor.

## ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

## MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: [07/01/2024](#) End date: [06/30/2031](#).

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

## CONTRACT TERM

The University desires any Laundry contract conclude in the summer. Any necessary facility renovation and equipment installation shall be made between [July 1, 2024](#) and [August 10, 2024](#), and ready for use on [August 17, 2024](#).

## II. INSTRUCTIONS TO OFFERORS -- A. GENERAL

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

**CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.**

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

[11-35-310(4)] CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation. COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page. SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.[02-2A003-3]

### AMENDMENTS TO SOLICITATION (JAN 2004)

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.fmarion.edu/procurement/solicitationsawards/>
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

### AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

**GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed



statement setting forth in detail the circumstances of the disclosure.

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

(i) Offeror and/or any of its Principals

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/coderegs/statmast.php>

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as

defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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 body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)]

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

#### **DUTY TO INQUIRE (FEB 2015)**

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

#### **ETHICS CERTIFICATE (MAY 2008)**

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

#### **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

#### **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 1135-5300.

#### **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests



## **REJECTION/CANCELLATION (JAN 2004)**

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

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

## **SIGNING YOUR OFFER (JAN 2004)**

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

## **STATE OFFICE CLOSINGS (FMU 2017)**

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

## **DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED)**

**Paper offers are required.** (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER

ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

### **VENDOR REGISTRATION MANDATORY (MODIFIED)**

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

### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: [\[See cover page for date, time and location\]](#)

Location of Pre-Bid/Proposal Conference:

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

### SITE VISIT (MODIFIED)

A site visit will be held at the date, time and location indicated on the Cover Page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

[\[Site visit will be held as part of the Pre-Proposal Conference and will be the only site visit available. See cover page for date, time and location.\]](#)

### CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

### DESCRIPTIVE LITERATURE – LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

### ELECTRONIC COPIES -REQUIRED MEDIA AND FORMAT (FMU DEC 2023)

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

## **OPENING PROPOSALS --INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)]

## **PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us)

(b) by facsimile at 803-737-0639, or

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

## **LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED "SAMPLE"**

Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that Offeror chooses to include with its proposal must be clearly labelled "SAMPLE". If Offeror's proposal is the highest ranked offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its proposal and clearly labelled "SAMPLE".

## **SAMPLES OR DESCRIPTIVE LITERATURE**

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Request for Proposals.



# III. SCOPE OF WORK/SPECIFICATIONS

## SPECIFICATIONS / STATEMENT OF WORK

It is the intent of Francis Marion University ("FMU" or the "University") to solicit proposals for a Contractor to provide Laundry Vending Services for FMU in accordance with all requirements stated herein. The awarded vendor shall manage and operate the two University laundry facilities and provide all necessary equipment for the life of the contract. This award will be to one vendor.

### QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

## BACKGROUND

Francis Marion University is a four-year educational institution officially established on July 1, 1970. The University is located on a 500-acre tract of land adjacent to U.S. Highways 301/76 seven miles east of Florence, S.C, with additional academic locations in the Florence, SC region. In a typical Fall semester, the University enrolls approximately 4,000 students. There is a residence hall capacity of approximately 726 beds in six campus residence halls and approximately 813 beds in campus apartment units.

The following represents minimum requirements imposed by the University and these requirements, in no way, restrict offerors from proposing additional or increased services.

## SCOPE OF WORK

### 3.0 OBJECTIVE

To provide washer and dryer units to Francis Marion University as specified in this Request for Proposals. The awarded Contractor shall manage and operate the University's laundry program. Responses to this Request for Proposals must address each of the following tasks and requirements. Incomplete proposals will not be eligible for contract award.

### 3.1 TASKS & REQUIREMENTS

#### 3.1.1. Provide Laundry Services for the University's Laundry Facilities:

- A. Contractor shall install and maintain the number of washers and dryers in the Ervin (Main) Laundry Facility and the Heyward Laundry Facility to satisfy usage requirements, making adjustments as needed. The number of washers and dryers to be located in each Laundry Facility are stipulated in Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.
- B. Contractor shall furnish all supplies, material, equipment, management, and labor necessary to run the laundry program.

#### 3.1.2. Adjustment of Services:

- A. Industry Improvements - During the life of this contract, the Contractor shall install industry improvements on equipment where it is deemed feasible by the University and mutually agreed to by the Contractor.
- B. Equipment Changes - The University reserves the right to require that additional equipment be provided or that existing equipment be removed or relocated in order to accommodate changes in student population or facility use. Contractor shall be given sufficient advance notice (minimum of 30 days) to respond to this requirement.

#### 3.1.3. Equipment:

- A. Contractor shall provide all new and undamaged equipment at the start of the contract.
- B. The laundry equipment shall be Speed Queen Quantum washers and dryers, or comparable equivalent, and be of the same color throughout both laundry rooms. Contractor shall provide extra large capacity equipment of the latest design.

- C. The laundry equipment shall be modular design and be the same height to give uniformity of appearance, except as otherwise mutually agreed by the University and the selected Contractor.
- D. Equipment shall adhere to ADA requirements where applicable with a minimum of one (1) ADA washer and dryer in each laundry facility.
- E. The University reserves the right to determine suitability of equipment and the awarded Contractor shall immediately replace any unit that the University deems unfit for service. Details of number and location of each type of machine provided in as described in Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.
- F. All washers shall be high-efficiency machines. All equipment provided must possess an Energy Star rating as set by the guidelines of the United States Environmental Protection Agency and the US Department of Energy.
- G. The requirement for front-loading washers is negotiable in the Ervin (Main) Laundromat; vendor may propose and justify reasoning for top-loading machines in proposal response.
- H. Both washers and dryers must display remaining time and have an ongoing cycle count function.
- I. Washers, dryers, and other laundry equipment will remain the property of the Contractor.
- J. Machines must be programmed for "free vend" throughout the year.

**3.1.4. Installation:**

- A. Contractor shall field verify all existing conditions including room dimensions prior to ordering equipment.
- B. Contractor shall be responsible for all aspects of ventilation system installation up to where dryer vents end at exterior exhausts.
- C. Contractor shall anchor and secure all equipment such that students cannot pull equipment away from the wall thereby dislodging the vents.
- D. University will provide existing service roughed in to existing equipment locations. The University also will provide additional service to new equipment locations as needed at Contractor's expense.
- E. Contractor should closely coordinate with the existing provider in the removal of existing equipment and installation of new equipment, providing a minimum of service interruption.
- F. Contractor shall provide a proposed schedule of equipment installation for University approval.
- G. DELIVERY/PERFORMANCE LOCATION - Deliveries will be made to the two laundry facilities located on the Francis Marion University campus at:

**Francis Marion University**  
**4822 E. Palmetto Street**  
**Florence, SC 29506**

**3.1.5. Equipment Maintenance Requirements:**

- A. Contractor shall maintain equipment in a condition satisfactory to the University.
- B. Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all matters related to this contract.
- C. Contractor shall provide routine maintenance of laundry equipment, cleaning of vents and fans, and repairs due to vandalism of equipment.
- D. A Contractor representative shall visit each residence hall laundry facility a minimum of one time per week or as mutually agreed upon by the University and the Contractor, checking in at the Housing Office or with the University's Contract Administrator or designee, to maintain the equipment and facilities.

This shall include but not be limited to the following cleaning:

- o Any washing machines that have developed soap film
- o The venting systems for dryers from the back of the dryer to where dryer vent ends at exhaust
- o Any dryer lint boxes
- o Any washer lint arrestors
- o Any drain line lint traps

- E. Contractor shall perform preventive maintenance at a standard equal to or greater than Equipment manufacturer's recommendations or industry best practices (whichever preventative maintenance schedule is more rigorous).

**3.1.6. Contractor's Contract Coordinator:**

- A. Contract Coordinator shall update the University's Contract Administrator on current and future service programs offered.
- B. Contract Coordinator shall have full authority to act on behalf of the awarded Contractor in all matters pertaining to the specifications of any resulting contract.

**3.1.7. Inspections:**

- A. The University shall periodically, and without advance notification, inspect the laundry equipment.
- B. A Contractor representative shall on an ongoing basis conduct inspections of equipment, equipment maintenance, laundry facilities, and sanitation standards and performance.
- C. Contractor's Contract Coordinator shall review and inspect all laundry operations (at a minimum once every two months).
- D. Contractor's Contract Coordinator shall conduct inspections of all laundry operations with a University representative and provide an electronic report of each inspection to the University Contract Administrator. Inspections shall occur no less than semi-annually (twice per year) at dates to be determined by the University Contract Administrator and the Contractor's Contract Coordinator. The electronic report of each inspection shall include inspection findings and the Contractor's response to those findings. This report shall be due fifteen (15) calendar days after the inspection.

**3.1.8. Cleaning:**

- A. Contractor shall keep areas behind and between all washing and drying equipment clear of any spillage, waste, lint, and debris.
- B. Should the Contractor, during its regular visit, find any laundry room in need of general cleaning, the Contractor shall notify the University of such a need. Upon request, the Contractor will temporarily move equipment to assist with cleaning under machines.
- C. Contractor shall be responsible for semi-annual cleaning of dryer vents and/or replacement of all flexible dryer vents if flexible vents are required.

**3.1.9. Ventilation:**

- A. Contractor shall assure maximum venting and drying for each dryer. Venting may be to the outside or into existing building ventilation system.
- B. Contractor shall provide the connection from the receptacle to Contractor equipment.
- C. Contractor shall inspect the vent lines as needed to ensure adequate ventilation at all times.
- D. Contractor shall clean all vents from each machine outlet to the exterior of the building.
- E. Contractor will work with the University to conduct the vent cleaning in a manner that minimizes disruption of service.
- F. Contractor shall provide for routine vent cleaning. The cleaning requirements outlined below are a minimum requirement. Contractor will determine site-specific cleaning requirements and whether a more frequent vent line cleaning is necessary to meet industry standards for best practices. Contractor shall conduct vent cleaning at minimum twice per year. Four-inch or larger diameter rigid ventilation lines shall be cleaned at minimum twice per year. Exterior grills and louvers will be cleaned semi-annually (twice per year) at minimum. Areas behind equipment and under equipment shall be cleaned at minimum twice per year. This will involve moving equipment to access areas behind and under the equipment.
- G. Rigid ventilation lines shall be installed at all locations. Contractor shall use the appropriate UL listed tape to seal and secure ductwork. No screws of any kind shall be used to secure ductwork. Any changes to existing ventilation system after contract award shall be mutually approved by the University.
- H. Contractor shall notify the Housing Office and/or the University's Contact Administrator or designee upon completion of vent cleaning. University Facilities Management staff may verify that his work has occurred.

### **3.1.10. Inoperable Machines:**

- E. A Contractor representative will respond to campus and correct reported problems within **48 hours** from notice by University to Contractor representative.
- F. Contractor shall replace equipment that cannot be returned to full service **within five business days** of initial notification until the original equipment is returned to service or permanently replaced.
- G. In the event of critical issue with equipment causing further damage to laundry room, building, or building systems, a minimum **4 hour** response time to the University campus is required.

### **3.1.11. Laundry Monitoring System:**

- A. Contractor shall provide a web-based monitoring system to enable students to check the status of the washers and dryers and send text messages when their laundry cycle is done.
- B. The system should also enable students and University staff to report malfunctioning equipment to the Contractor as well as automatically generate service requests which provide the Contractor with specific error codes.
- C. Contractor shall notify the University Contract Administrator or designee when a report of malfunctioning equipment has been received. Notification shall include equipment, location, nature of problem, and date and time of receipt of report.
- D. Contractor shall also provide a notification to the University of any corrective action, and date and time of such corrective action.
- E. Contractor shall provide an electronic monthly service report to the University indicating what repairs were made during the month by equipment and location.

### **3.1.12. Signage:**

- A. Contractor shall provide all signage related to the appropriate operation of the laundry service equipment as well as instructions for maintenance and damage claim reporting.
- B. Signage shall be attractive, durable, and easy to read and understand.
- C. Where required, all signage shall be ADA compliant.
- D. The University shall approve all signage and signage location.
- E. The University reserves the right to require new signage, at the Contractor's expense, at any time during the life of the contract.

### **3.1.13. Damage Claims:**

- A. Contractor shall establish a damage reimbursement process to disburse reimbursements for damage claims. The damage reimbursement process and Damage Claim Form shall be approved by the University Contract Administrator. The Damage Claim Form shall include the machine number, amount of refund, when, what happened, date, building, and who suffered the loss.
- B. Contractor shall expedite review of claims submitted and be liable for the supply and maintenance of funds for such claims to the satisfaction of the University.
- C. Contractor shall reimburse customers as necessary for damage to their personal property due to equipment malfunction.
- D. Any claim that cannot be resolved between the customer and the Contractor shall be presented to the University's Director of Housing for resolution, whose decision shall be final.

### **3.1.14. Student Satisfaction:**

- A. Contractor shall work with the University's Contract Administrator to annually survey resident students regarding student satisfaction with the laundry services.
- B. Contractor shall be responsive to verified student concerns and work with the University's Contract Administrator to develop a plan to improve any performance issues.

### **3.1.15. Resident Assistant/Resident Training:**

- A. Contractor shall provide and execute a plan to provide appropriate training for resident assistants and/or residents for correct usage of laundry equipment and the Laundry Monitoring System.

### **3.1.16. Contractor Employee Requirements:**

- A. Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
- B. All Contractor employees shall meet criminal background check requirements. A list of said employees shall be provided at the onset of the contract to the University's Contract Administrator and during the contract for any additional employees receiving independent access to University facilities. Copies of all background check results shall be furnished upon request to the University's Contract Administrator prior to any Contractor employee receiving independent access to University facilities. The Contractor is required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.
- C. Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator or designee. Contractor shall notify the Contract Administrator or designee of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. Francis Marion University will approve or disapprove the requested substitution in a timely manner.
- D. Contractor's personnel shall adhere to all applicable University policies and procedures. Failure to do so shall be grounds for immediate removal. The Contractor's Contract Coordinator will have access to the University's policies and procedures.
- E. Contractor's employees shall wear uniforms displaying the name of both Contractor and employee. Exceptions will be made only by mutual agreement between the University and the awarded Contractor. The proposal response shall include a complete description of the uniform (photograph encouraged).
- F. Contractor's employees shall check in at the University's Housing Office and notify Housing Office employees of what facilities and machines they will be accessing to provide their service.
- G. Contractor's employees must limit their visit to ONLY the areas that MUST be accessed to provide their service. They may not enter or remain in other areas of any buildings at any time.
- H. Contractor's employees must abide by the University's parking regulations. If alternate parking arrangements are required, the Contractor must contact the University's Contract Administrator or the FMU Campus Police Department to make arrangements.
- I. Francis Marion University may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, Francis Marion University may request acceptable substitute personnel or terminate the contract services provided by such personnel.

**3.1.17. Offensive Situations:**

- A. Contractor personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with the learning process or could be construed as sexual harassment.
- B. In the event that the University receives a complaint regarding the behavior of an employee, the University's Contract Administrator shall notify the Contractor in writing.
- C. Upon receipt of such notification, Contractor shall promptly remove such employee or employees from the University's premises and take immediate steps to ensure that its performance under this contract will not be reduced.

**3.1.18. Building Access:**

- A. The University Contract Administrator will issue Contractor representatives with building access cards as necessary to complete work.
- B. Contractor shall be responsible for maintaining security of access card and for immediate notification to the University of any lost access card. Contractor will be responsible for replacement of lost cards.
- C. The University shall conduct a periodic review of access card usage and control.

**3.1.19. Liability:**

- A. Contractor is responsible for all damage to any University property during the installation, operation, maintenance and/or removal of equipment.

- B. Contractor is responsible for damage to University facilities by equipment that does not perform as intended or malfunctions even if exact cause of malfunction cannot be determined.
- C. Clean up and repair of all damage shall be accomplished at Contractor's expense in a manner satisfactory to the University.

**3.1.20. Security:**

- A. The University Contract Administrator or designee shall be responsible for key card issuance and periodic review of key control.
- B. Contractor shall be responsible for controlling all key cards issued to its representatives by the University and the security of laundry areas when the Contractor uses them.
- C. Contractor shall immediately report any security concerns to the University Contract Administrator.

**3.1.21. Removal of Equipment at Termination of Contract:**

- A. Upon termination of this contract, and at the sole expense of the Contractor, all moveable laundry and auxiliary equipment furnished by the Contractor for the purposes of this resulting contract shall be promptly removed without damage to state property.
- B. Title to all equipment furnished and installed by the Contractor will remain the property of the Contractor and none of the equipment will become a part of the building.
- C. Contractor must leave all areas/facilities used by the Contractor in the same or better condition as found at the beginning of the contract.

**3.1.22. University Responsibilities:**

- A. The University will maintain all water, electric, steam and sewer lines.
- B. The University will be responsible for the regular cleaning of all the laundry rooms.
- C. The University shall provide, at its own expense, services at existing outlets (electricity, water, sewer), for the convenience of the Contractor.
- D. Any modification to existing outlets required because of changes initiated by the University shall be at the University's expense.
- E. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense.
- F. The University shall maintain utility services and make every reasonable effort to avoid interruption of services. In the event of any modification, the University shall provide the Contractor as much advance notice as possible. In the event of any such interruption or any disruption of utility services, the University shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by the Contractor resulting from such interruptions.
- G. The University will provide trash receptacles, trash removal, janitorial, and pest extermination services.
- H. The University will take reasonable precautions to protect the Contractor's installed equipment from damage while on the University's premises, but not be liable to the Contractor for any pilferage or destruction of said machines.

**3.2 Industrial Laundry Equipment for Non-Residential University Departments:**

- A. Contractor shall provide industrial laundry equipment for purchase or lease by other (non-residential) University departments such as University Athletics or Facilities Management if requested during the life of the contract. This equipment may be purchased or leased by the University for the remainder of this existing contract.
- B. The University may procure from the winning vendor maintenance services for any machines purchased or leased as rates mutually agreeable by the Contractor and the University.

**3.3 Acceptance of Work:**

- A. In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, Francis Marion University shall have the obligation to notify Contractor, in writing ten (10)

calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable.

- B. Acceptance by Francis Marion University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures.
- C. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, Francis Marion University may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in South Carolina.

### **3.4 Warranties:**

Contractor warrants to Francis Marion University that all items furnished will be new (unless otherwise specifically requested in this RFP), and of good material and workmanship. Contractor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of the University's negligence or accident. Such replacement shall include transportation costs free of any charge to Francis Marion University. Contractor shall assign to Francis Marion University all third party warranties applicable to such deliverables. Contractor warrants that Francis Marion University has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

### **3.5 Certification and Safety Labels**

PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to Francis Marion University as described in this RFP are the sole responsibility of the Contractor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

### **3.6 Transition Assistance**

If this Contract is canceled prior to its expiration, for any reason, Contractor shall provide, at the option of Francis Marion University, up to 3 months after such end date all such reasonable transition assistance requested by Francis Marion University, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Francis Marion University or its designees. If Francis Marion University exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. Francis Marion University shall pay Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

### **3.7 Continuous Improvement**

Francis Marion University encourages the Contractor to identify opportunities to reduce the total cost to Francis Marion University. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings. The University may require the awarded Contractor to

assist with the development of layouts and specifications for new or remodeled laundry service facilities and/or programs through the duration of the contract. These services shall be provided at no additional charge to the University.

### **3.8 Records:**

- A. By August 1 of each contract year, Contractor must furnish the Contract Administrator or designee an annual report noting the number of cycles by machine by building and by month.

### **3.9 Audits:**

- A. Annually, the University and the Contractor using procedures agreeable to both parties shall conduct a joint audit of operations under the agreement.
- B. The University will have the right to inspect financial records pertinent to this contract at its own expense.
- C. Contractor must keep such records for a period of three (3) years after termination or expiration of the contract

### **3.10 Financial Stability**

- A. Each Contractor shall certify it is financially stable by completing the ATTACHMENT B: "Certification of Financial Condition." Francis Marion University is requiring this certification to minimize potential issues from contracting with a Contractor that is financially unstable.
- B. Contractor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- C. From the date of the Certification to the expiration of the Contract, Contractor shall notify Francis Marion University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

### **3.11 Contractor's Representations**

- A. Contractor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.
- B. Contractor agrees that it will not enter any agreement with a third party that may abridge any rights of Francis Marion University under this Contract. Contractor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by Francis Marion University. Names of any third party Contractors or subcontractors of Contractor may appear for purposes of convenience in Contract documents; and shall not limit Contractor's obligations hereunder. Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- C. If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Contractor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Services and Deliverables.



## IV. INFORMATION FOR OFFERORS TO SUBMIT

Number of Proposal Copies to be submitted: **[See cover page]**

Financial Considerations must be submitted with your Bid/Price Proposal package. This information must not be included in the Technical Proposal.

### **INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015):**

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

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

#### **PROPOSAL CONTENTS**

To be considered for award, all proposals must include, as a minimum, the following information. **All information should be presented in the listed order with each section titled using the appropriate heading:**

##### **A. Cover Letter**

**B. Required Pages:** Completed and signed version of PAGE 1 of this solicitation and signed receipt pages of any addenda released in conjunction with this RFP.

##### **C. Plan:**

- Proposal addressing in detail each item by number in SECTION III. "SCOPE OF WORK."
- Evaluate your capacity to provide the services and the resources required to efficiently handle a laundry operation of this size and scope.
- Describe your policies and procedures to effectively deliver services including:
  - communication of key information to students including instructions on the operation of equipment,
  - procedures for reporting damages and filing claims,
  - procedures to report and repair inoperable equipment,
  - repair and servicing schedules,
  - response time to service calls and procedures and methods for providing replacement equipment when units cannot be repaired on site,
  - procedures for handling damaged clothing claims, refunds, and timely collections and audits (address accuracy, timeliness and ease of operation),
  - procedures and methods for operating facilities and maintaining high levels of service.
- Demonstrate capacity for preventive maintenance and creativity in preventing and minimizing breaks in service on individual machines and provide successful examples of such work.
- Provide maintenance reports service logs for an academic year showing number of maintenance service requests and amount of time taken to resolve each request from at least two comparably sized universities serviced by the Contractor within the last two years.

- In an effort to enhance the efficiency and effectiveness of dryers on campus, propose improvements to existing dryer venting systems.
- Identify a transition plan for the replacement of all existing equipment that minimizes service interruption and meets the prescribed timetable.
- Describe your marketing plan for enhancing student satisfaction.
- Provide examples of management reports.
- Proposal shall address equipment requirements located in SECTION III. "SCOPE OF WORK."
- Proposal shall include equipment cut sheets and specifications that include model number, extract RPM, card option, capacity, average water usage, tumble speed and CFM and shall include pictures of equipment proposed.
- Proposal may identify areas where additional equipment should be considered and all costs associated with providing infrastructure necessary to support installation of such equipment.
- The requirement for front-loading washers is negotiable in the Ervin (Main) Laundromat; vendor may propose top-loading machines and include reasoning/justification in the proposal response.
- Proposal shall describe how Vendor would assist in providing industrial equipment for other University departments (non-residential) if and as requested to include selling equipment to the University at a discounted price or providing as a discounted lease. Include any maintenance discounts for industrial equipment if the University were to decide during the life of the contract to request such equipment.

**D. Qualifications:**

- Brief history and description of the proposing Vendor to include size, number of years in laundry business, number of employees, and proof of financial stability.
- Detailed experience providing services as indicated in this RFP with public and/or private sector clients with similar or greater size and complexity to Francis Marion University. Details should also include specific experience providing "open use" (included) laundry service in a university residence hall setting.
- Offeror's Key Contacts: List name(s) and phone number(s) of the individuals who can be contacted regarding your proposal.
- Organizational flow chart indicating which individual(s) or position(s) would have responsibility for a contract with the University. Indicate commitment to the University in terms of resources, personnel, investment, etc.
- A profile of proposed company personnel (including the local contract supervisor and service representative) who would plan, design, manage, and maintain the equipment and facilities covered under this contract including name, qualifications, experience and distance from the FMU campus.
- Current list of all University accounts.
- Description of the proposing vendor's personnel management philosophy and the steps the firm would take to ensure that only individuals of the highest quality are employed to provide services for the University.

**E. Pricing:**

- Provide in a separate, sealed envelope pricing as requested in Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.

**F. Provide Certificate of Insurance which meets requirements outlined in SECTION VII. "TERMS AND CONDITIONS - B. SPECIAL" under the heading "CONTRACTOR'S LIABILITY INSURANCE."**

**G. Completed Attachment B "Certification of Financial Condition."**

- Provide in the separate, sealed envelope with your documentation in Section E. Pricing above.

**H. Complete Other Attachments as Required**

**I. Complete Minority Participation Information below:**

**MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female  Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html> [04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.

(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions."

### QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

(a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

### SUBCONTRACTOR --IDENTIFICATION (FEB 2015)

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

## VI. AWARD CRITERIA

### **AWARD CRITERIA -- PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror.

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

### **DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. **Plan, including response times:** Proposal shall contain Vendor's plan to assist the University in meeting/exceeding its needs for laundry services. Points will be awarded based on Vendor's demonstrated ability to provide assistance in short and long range planning of facilities and services. The proposing supplier's maintenance capabilities and guaranteed maintenance response times as well as historical data verifying response times. Proposal shall describe how Vendor's proposed equipment and software meets/exceeds specifications and requirements in this RFP. Proposal shall describe how Vendor may assist in providing industrial equipment for other University departments (non-residential) if and as requested during the term of this contract. Plan may also include additional products or services that Vendor may offer to further enhance the University mission and goals.
2. **Qualifications:** Proposal shall contain Vendor's experience and qualifications in providing laundry services similar in nature and scope to those outlined herein. Points will be awarded based on Vendor's indicated abilities of providing items above and how Vendor has demonstrated these qualifications in University environments, reference responses, and University follow up to information provided in References: Attachment C.

3. **Price:** Proposal shall contain (**in a separate, sealed envelope**) the total cost to the University over the life of the contract as described in Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.

Francis Marion University will determine low cost by the following method:

$$\begin{array}{ccc} \begin{array}{c} \text{Maximum} \\ \text{Available} \\ \text{Points for} \\ \text{Price} \end{array} & \times & \begin{array}{c} \text{Total quoted amount on lowest cost proposal} \\ \hline \text{Total quoted amount on cost proposal being evaluated} \end{array} \end{array}$$

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **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 restrict transfers by operation of law.

### **BANKRUPTCY -GENERAL (FEB 2015)**

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

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

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

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be

conducted, payment may be made on the following business day.

#### **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief 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. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

#### **EQUAL OPPORTUNITY (JAN 2006)**

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

#### **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

#### **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

#### **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

#### **NOTICE (JAN 2006)**

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

#### **OPEN TRADE (JUN 2015)**

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

#### **PAYMENT & INTEREST (FMU 2023):**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) 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.

(c) 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.

(d) 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 (b) and (c) 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.

(e) The State shall have all of its common law, equitable and statutory rights of set-off.

**Note:**

- The University's laundry service is an all-inclusive model; therefore, all machines will be set on a "free vend" setting for the entire year. Contractor shall provide a per-machine cost for each year.
- University will split annual payment to the Contractor into two (2) equal payments. Contractor invoice is anticipated near end of fall semester (November/ December) and near end of spring semester (April/May).
- Contractor will be compensated at the rates quoted in the Contractor's Cost Proposal.
- Contractor will be paid net thirty (30) calendar days after the Contractor's invoice is approved by Francis Marion University.

**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.

**PURCHASE ORDERS (JAN 2006)**

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

**SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification -Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES (JAN 2006)**

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

**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.

**THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

**WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **Dispute Resolution**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to Francis Marion University's Contract Administrator or designee for resolution. A claim by Francis Marion University shall be submitted in writing to the Contractor's Contract Administrator for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT**

Francis Marion University requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, Francis Marion University is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors may be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements outlined above.

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

**Note:**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by Francis Marion University and Contractor.

**COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONFERENCE – PRE-PERFORMANCE (FMU September 2017)**

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 fifteen (15) 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]

**ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)**

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

**CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

**CONTRACTOR'S LIABILITY INSURANCE -GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in

the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **CONTRACTOR'S OBLIGATION --GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

#### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

## **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **DISPOSAL OF PACKAGING (JAN 2006)**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

## **ILLEGAL IMMIGRATION (NOV 2008)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to

the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

#### **INDEMNIFICATION-THIRD PARTY CLAIMS -GENERAL (NOV 2011)**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

#### **INDEMNIFICATION -THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

#### **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

#### **Note:**

- A. Contractor shall provide all federal, state, and local licenses, permits necessary at the time this contract is executed to comply with applicable municipal, county, state, city and federal laws.
- B. Contractor shall pay all fees for permits, licenses, approvals, and renewals thereof required with respect to the conduct of its operations/services.
- C. Contractor shall assume liability for all applicable taxes including all excises and retail sales and other taxes imposed.

#### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

#### **OWNERSHIP OF DATA & MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

#### **PRICE 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.

#### **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]

#### **PRICE ADJUSTMENTS --LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)**



Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

#### **PRICING DATA --AUDIT --INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, -2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

#### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

#### **RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

#### **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 Seven (7) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause **at least 120 days prior to the expiration of the then current term.**

#### **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph

(b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

# VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

## PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Proposal price shall constitute the total cost to Francis Marion University for complete performance in accordance with the requirements and specifications herein, including all applicable charges for monitoring software, handling, administrative and other similar fees. Contractor shall not invoice for any amounts not specifically allowed for in this RFP.

**Price to provide equipment, maintenance and services described in this RFP. The University reserves the right to award to other than the lowest cost proposal as determined by the evaluation criteria.**

**Bidding Schedule/Price-Business Proposal must be submitted in a separate sealed envelope.**

**The technical proposal must not contain reference to cost or price. The Business Proposal cannot be included in the Technical Proposal.**

## Required Laundry Equipment

**Ervin (Main) Laundry Facility** (primarily serves the residents of the Residence Halls and the Village Apartments):

QUANTITY	DESCRIPTION
32 each	Front Load High-Efficiency (HE) Washers
17 each (34 dryers)	Front Load Stackable Dryers

Note: All dryers in the Ervin (Main) Laundry facility are gas.

Note: A Stack Dryer equals 2 drying pockets.

**Heyward Laundry Facility** (primarily serves the students of the Forest Villas Apartments):

QUANTITY	DESCRIPTION
16 each	Washer (High Efficiency)/Dryer Stackable Combo
2 each (4 Dryers)	Front Load Stackable Dryers

Note: A Stack Dryer equals 2 drying pockets.

Indicate total cost for all equipment including Speed Queen Quantum washers and dryers (or comparable machine) and all services required including web monitoring system:

**Annual Cost (all inclusive) \_\_\_\_\_ x 7 years = Total Cost \_\_\_\_\_.**

If vendor is proposing product other than the specified product, vendor shall indicate the manufacturer and model number and shall include specification cut sheets and/or brochures of the proposed machines.

Washer Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_

Dryer Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_

Delivery and installation of all equipment shall commence on or after **July 1, 2024** and be completed no later than **July 31, 2024**. Indicate you will meet this requirement by initialing here: \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

### **LIST OF ATTACHMENTS**

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- |               |  |
|---------------|--|
| ATTACHMENT A: | <b>References</b>                                  |
| ATTACHMENT B: | <b>Certification of Financial Condition</b>        |
| ATTACHMENT C: | <b>Nonresident Taxpayer Registration Affidavit</b> |
| ATTACHMENT D: | <b>Open Trade Representation</b>                   |
| ATTACHMENT E: | <b>Offeror(s) Checklist</b>                        |

## ATTACHMENT A: FMU Housing Occupancy for Academic Years 2020-2022

	Fall	Spring
<b>Academic Year 2020-21</b>	1161	992
<b>Academic Year 2021-22</b>	1209	1059
<b>Academic Year 2022-23</b>	1210	1077

**Summer Sessions:** The University has a very small number of resident students who attend summer school at the University and require use of laundry equipment during a summer session. There are also a very small number of campus visitors who may utilize student housing for a short amount of time in a given summer and require laundry services. The University has an active summer camps program though camp participants typically do not utilize campus laundry facilities.

**ATTACHMENT B: References**

**Reference 1**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 2**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 3**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 4**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 5**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

## ATTACHMENT C: Certification of Financial Condition

This attachment is to be completed and included with your Price Proposal (Section VIII), separate from the Technical Proposal

Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.
- Date of latest audit: \_\_\_\_\_
- The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below:

---

Signature      Date

---

Printed Name      Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

## **ATTACHMENT D: Nonresident Taxpayer Registration Affidavit Income Tax Withholding**

### **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form> [09-9005-2]



**ATTACHMENT E: Open Trade Representation**

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*



I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

## ATTACHMENT F: Offeror's Checklist

### AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal, provided to you as a point of reference.

If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please DO NOT return this page with your offer.

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'S MANDATORY REQUIREMENTS.
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

[09-9010-1]

# Bid Tabulation

**Bid/Quote #: RFP- 2435 Provide Laundry Services**

Issue Date: 12/18/2023


Tabulated By: Jennifer D Hester

Open Date: 2/27/2024

Open Time: 10:00 AM Local Time

VENDOR NAME	Annual Cost (all inclusive)	Total Cost (7 years)	Value for scoring	Value for Scoring *100	
Caldwell & Gregory	61,200.00	428,400.00	0.65	65	
CSC Service Works	64,872.00	454,104.00	0.61	61	
Southeastern	39,780.00	278,460.00	1.00	100	Lowest Cost

Note: Preferences did not impact Award

Witness:   
Date: 2-27-2024

**Scoring Summary & Cost Analysis**

RFP-2435 Laundry Services

**CSC Service Works**

	Plan			Business Proposal			Qualifications			Total Score
	%	Grade	Points	%	Grade	Points	%	Grade	Points	
Scorer 1	0.50	70	35.00	0.30	61	18.30	0.20	90	18.00	71.30
Scorer 2	0.50	76	38.00	0.30	61	18.30	0.20	75	15.00	71.30
Scorer 3	0.50	85	42.50	0.30	61	18.30	0.20	90	18.00	78.80
										73.80

Pricing graded by Purchasing Department

**Caldwell & Gregory**

	Plan			Business Proposal			Qualifications			Total Score
	%	Grade	Points	%	Grade	Points	%	Grade	Points	
Scorer 1	0.50	95	47.50	0.30	65	19.50	0.20	95	19.00	86.00
Scorer 2	0.50	84	42.00	0.30	65	19.50	0.20	85	17.00	78.50
Scorer 3	0.50	95	47.50	0.30	65	19.50	0.20	95	19.00	86.00
										83.50

Winning Vendor

Pricing graded by Purchasing Department

**Southeastern**

	Plan			Business Proposal			Qualifications			Total Score
	%	Grade	Points	%	Grade	Points	%	Grade	Points	
Scorer 1	0.50	70	35.00	0.30	100	30.00	0.20	80	16.00	81.00
Scorer 2	0.50	60	30.00	0.30	100	30.00	0.20	50	10.00	70.00
Scorer 3	0.50	85	42.50	0.30	100	30.00	0.20	85	17.00	89.50
										80.17

\*Pricing graded by Purchasing Department

# Francis Marion University

Exhibit E

## Intent to Award Posting Date: 03/13/2024

This is a statement of intent to award a contract and becomes the official statement of award effective **8:30 A.M. March 28, 2024**, unless otherwise suspended or cancelled. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform work prior to the receipt of a purchase order from Francis Marion University. The University assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

**Solicitation:** RFP-2435  
**Description:** Provide Laundry Services for Francis Marion University  
**Issue Date:** 12/18/2023  
**Intended Award Date:** 03/28/2024 at 8:30 AM  
**Awarded To:** Caldwell & Gregory  
129 Broad Street Road – Suite A  
Manakin-Sabot, VA 23103  
**Value:** \$61,200.00 per year  
\$428,400.00 estimated value over 7 years

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the appropriate chief procurement officer in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code; except that a matter that could have been raised pursuant to sub item (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

PROTEST – CPO ADDRESS – MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov),

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to:

CHIEF PROCUREMENT OFFICER  
MATERIALS MANAGEMENT OFFICE  
1201 MAIN STREET, SUITE 600  
COLUMBIA, S.C. 29201

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Director of Purchasing  
Jennifer D Hester