DESCRIPTION: Grounds Maintenance Services for Technical College of the Lowcountry – Beaufort Campus

USING GOVERNMENTAL UNIT: TECHNICAL COLLEGE OF THE LOWCOUNTRY

SUBMIT OFFER BY (Opening Date/Time): 05/29/12 2:00 PM See "Deadline For Submission Of Offer" provision
QUESTIONS MUST BE RECEIVED BY: 05/24/12 2:00 PM See "Questions From Offerors" provision
NUMBER OF COPIES TO BE SUBMITTED: One (1) original and One (1) copy (marked 'copy')

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
PO Box 1288
Beaufort, SC 29901
Attn: Purchasing Department

PHYSICAL ADDRESS:
921 Ribaut Road
Beaufort, SC 29902
Bldg 3 Purchasing Department

See "Submitting Your Offer" provision

CONFERENCE TYPE: Site Visit
DATE & TIME: 05/17/2012 2:00PM

LOCATION: Tech. College of the Lowcountry
921 Ribaut Road
Beaufort, SC 29902
Building 3 Conference Room

It is your responsibility to attend the Site Visit. No other meetings are scheduled.

AWARD & AMENDMENTS
Award will be posted at the Beaufort Address stated above on 05/31/12. The award will be posted in Building 3.

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)

AUTHORIZED SIGNATURE

(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

OFFEROR'S TYPE OF ENTITY:

(See "Type of Business" provision)

☐ Sole Proprietorship
☐ Partnership
☐ Corporation (tax-exempt)
☐ Corporate entity (not tax-exempt)
☐ Government entity (federal, state, or local)
☐ Other ________________________________ (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.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

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

COVER PAGE MMO (JAN. 2006)
**HOME OFFICE ADDRESS** (Address for offeror's home office / principal place of business)

**NOTICE ADDRESS** (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

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**PAYMENT ADDRESS** (Address to which payments will be sent.) (See "Payment" clause)

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

- Payment Address same as Home Office Address
- Payment Address same as Notice Address (check only one)
- Order Address same as Home Office Address
- Order Address same as Notice Address (check only one)

**ACKNOWLEDGMENT OF AMENDMENTS**
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

**DISCOUNT FOR PROMPT PAYMENT**
See "Discount for Prompt Payment" clause

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**PREFERENCES – SC RESIDENT VENDOR PREFERENCE** (June 2005):
Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.

**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. ______________.**

*ADDRESS AND PHONE OF IN-STATE OFFICE

- In-State Office Address same as Home Office Address
- In-State Office Address same as Notice Address

(CHECK ONLY ONE)

**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**
I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD — ESTIMATED (January 2006): July 1, 2012 – June 30, 2013. 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".

It is the intent of the Technical College of the Lowcountry to solicit bids for grounds maintenance service for the Beaufort Campus in accordance with all requirements stated herein. This contract is for one year with an option renew for two additional years.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JANUARY 2006): EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.
BOARD – means the South Carolina Budget & Control Board.
BUYER – means the Procurement Officer.
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.
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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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 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.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

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 having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the South Carolina Business Opportunities Publication for any amendments. (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.

AWARD NOTIFICATION (JANUARY 2006): Notice regarding the State’s intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.
BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006): 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 (JANUARY 2006): 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 & DOLLARS (JANUARY 2006): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BOARD AS PROCUREMENT AGENT (AUG 2004): (a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006):

(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.


**COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006):** 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). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006):** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]
DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006): 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 (JANUARY 2006): 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention.

ETHICS CERTIFICATE (MAY 2008): By submitting an Offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-73-705, regarding gifts to influence action of public official; Section 8-13-720 regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed [02-2A075-2].

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub subcontractors; or (b) that you and your subcontractors or sub subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub subcontractors language requiring the sub subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]
OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in your price that the State may be required to pay.

PROTESTS (JANUARY 2006): any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PUBLIC OPENING (JANUARY 2006): Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JANUARY 2006): 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 (JANUARY 2006): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(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 sub-line 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.

**RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, **you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, **you agree not to give anything to any Using Governmental Unit.**

**SIGNING YOUR OFFER (JANUARY 2006):** 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 (JANUARY 2006):** 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: [http://www.scmd.org/myscgovweb/weather.html](http://www.scmd.org/myscgovweb/weather.html).
SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002):  (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by 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. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! 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. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page 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 is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not 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. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006):  (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the
Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006): Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at $25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION MANDATORY (JANUARY 2006): 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 and select “New 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, you can update your information by selecting “Change Vendor Registration.” (Please
note that vendor registration does not substitute for any obligation to register with the South Carolina Secretary of State (803-734-2170) or the South Carolina Department of Revenue (803-898-5391 or 803-898-5804).

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006): 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: A pre-bid conference will be held May 17, 2012 at 2:00 PM at the Beaufort Campus, 921 Ribaut Road, Beaufort, SC.

DISCUSSIONS WITH BIDDERS (JANUARY 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAIL PICKUP (JANUARY 2006): The Technical College of the Lowcountry picks up all mail from The US Postal Service once daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OFFERING BY ITEM (JANUARY 2006): Offerors must submit bid for all items.

III. SCOPE OF WORK / SPECIFICATIONS

Provide such service as required to maintain the property at the Beaufort Campus including grassed areas, trees, sidewalks, and other related areas at the Technical College of the Lowcountry

MATERIALS, EQUIPMENT, CHEMICALS AND SUPPLIES:

The contractor shall furnish all materials, equipment, and manpower to adequately perform the work of this contract. The contractor shall submit a current list of all equipment, materials, and chemicals intended for use in the performance of this contract with the Director of Facility Management.
The College assumes no responsibility for damage or theft of the Contractor’s materials, equipment, chemicals or supplies. The installation likewise assumes no responsibility for damage to or theft of the contractor’s employees personal belongings brought onto the College site.

**CONTRACTOR’S PERSONNEL:**

The contractor shall submit the names, social security numbers, and driver’s license numbers of all personnel engaged in work of this contract, to the Director of Facility Management. **The contractor’s employees must be United States Citizens or produce a working visa. (NO EXCEPTIONS).**

**SUPERVISION:**

All supervisors assigned by the contractor for the performance of the work of this contract shall have experience in yards and grounds supervision sufficient in a scope and depth to meet the requirements of these specifications. Any supervision assigned to the project must meet the approval of the Director of Facility Management or his designee. Whoever is assigned this task must be able to speak English. Supervisor must accompany work crew when on campus. Supervisor must check in with College personnel upon arrival and must check in when work has been completed. A check list must be turned in upon completion of day’s work.

**SERVICES REQUIRED AND FREQUENCY INTERVALS:**

1. **Grass Cutting/ Mowing**: An acceptably cut grassed area shall be cut to a uniform height. Mowers will be set to cut grass to a height of no more the three (3) inches and not less than two (2) inches. The grass shall not be scalped, unevenly mowed, and the ground shall not be rutted by equipment. Trees and shrubs shall not be damaged. The contractor shall repair or replace turf, shrubs, trees and fences, which have been damaged during mowing operations within fifteen (15) calendar days of damage. Sidewalks, curbs, gutters, storm inlets and drive ways shall be free of grass cuttings. Mow and trim all grassed areas as indicated in schedule from March to November and from December to February (except inclement weather periods). All excessive grass clippings will be removed and disposed of away from College grounds.

2. **Drainage Ditches/Ponds**: Vegetation in and adjacent to the ditches and drainage ponds on improved grounds shall be mowed to the same standards as for the adjacent grass cutting. Ditches without water shall have the entire area mowed. Ditches and ponds with standing water will be mowed to within six (6) inches to twelve (12) inches of the waterline. All vines, shrubs and trees shall be removed. Drainage ditches and pond shall be mowed at the same time that the adjacent grassed areas are mowed.

3. **Grass and Weed Trimming**: grass and weeds shall be trimmed around structures and objects that cannot be mowed around during the grass cutting operation. Trimming shall be done on the same date that the adjacent grass is cut. Chemicals may be used around
buildings, fences, trees and other objects with a kill zone of not more than six (6) inches from objects.

4. **Herbicides Used:** The contractor shall use only herbicides that are registered with the USEPA for the use intended and which are approved by the Director of Facility Management. The contractor shall furnish to the Director of Facility Management within thirty (30) days after award of contract, a quantitative analysis of active ingredients utilized in any standard commercial brand and/or his own firm’s preparation. The contractor will use all herbicides in strict conformance with MSDS labels book of all herbicides used and have it readily available for reference on site at all times for review. A list of antidotes for each herbicide must be submitted to the Director of Facility Management and available on site at all times during the process of the project. Within five (5) days after each application of herbicide, the contractor must submit a complete DD Form 1532, Pest Management Report to the DFM. Contractor will also provide a copy of the proper State Certification from Clemson University to the DFM. Contractor will provide one certification per year.

5. **Policing grounds and Paved Areas:** Prior to mowing the contract area, the contractor shall pick up and dispose of trash and litter on all improved grounds and paved areas. Trash and litter includes paper, plastic, bottles, cans, cardboard, rags, limbs, sticks, and other similar solid materials and foreign debris. An acceptably policed area shall be free of such trash and litter.

Please see “Definition of Terms and Standards” for additional information on contractual obligations.

**DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JANUARY 2006):** After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Technical College of the Lowcountry  
Beaufort Campus  
921 Ribaut Road  
Beaufort, SC 29902

**General Conditions to be adhered to:**

A. The contractor shall provide and maintain constant insurance coverage from a company authorized to do business in the State of South Carolina, acceptable to the Technical College of the Lowcountry (TCL) in the following amounts:

1) Workman's Compensation coverage per State requirements

2) Comprehensive General Liability:
   a) Bodily Injury -$500,000 aggregate
   b) Property Damage -$100,000 aggregate
   c) Personal Injury -$500,000 aggregate

3) Comprehensive Automobile Liability:
a) Bodily Injury -$250,000/$500,000
b) Property Damage -$50,000 each occurrence
4) Umbrella Liability Limits -net loss $1,000,000 each occurrence/$l,000,000 each aggregate

The contractor shall furnish the College with a certificate proof of insurance prior to commencement of services under contract. No policy of insurance required hereunder may be cancelled or modified without prior written approval of the College. Any cancellation or modification request must be submitted no later than ten (10) days prior to the proposed cancellation or modification date. The College shall not be held liable for the payment of any deductible amounts required under any policy of insurance required.

B. The Contractor shall comply with the Fair Labor Standards Act.
C. The Contractor shall not, under any circumstances, employ anyone at less than the established Federal or State minimum wage;
D. The contractor shall use skilled persons who are thoroughly trained in the necessary skills. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol, or use of illegal drugs on the job.
E. Contractor's personnel shall not allow any unauthorized persons on the College grounds (i.e. children, friends, or any other unauthorized persons). All personnel shall be dressed in an appropriate manner authorized by the contractor. Each person shall be neat and clean in appearance. Uniforms or badges shall be worn which fully identify the worker as a member of the contractor's workforce.
F. No employee who has a police record other than minor traffic violations may be assigned duties under this contract. The contractor shall be responsible for the submission of police clearance records within 24 hours upon request.
G. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the Director of Facility Management.
H. The contractor shall protect from damage due to his work the College's property including; the building surfaces, finishes, systems, equipment, furniture, supplies, etc. as well as the property of any patron, student, faculty, or employee. The contractor shall repair or replace to the owner's satisfaction any damage to the college or other property within time limits acceptable to the College.
I. The contractor shall be responsible for training, providing safety equipment, and establishing procedures for the use of equipment and the application of any chemicals to safeguard the contract's employees, and the College's students, staff, faculty, and authorized visitors. The contractor must possess any licenses or certification required for chemical applications where necessary.
J. The contractor shall complete normal service in one day and may be recalled if proper cleanup following grounds maintenance was not completed the previous day.
K. The contractor shall have five (5) years commercial experience of fifty (50) or more acres.
L. Contractor will be responsible for mowing, weeding, pruning, edging, litter pick-up, bush hogging, excessive debris pick-up and blowing parking lots clean. Re-striping parking lots, to include parking spaces, speed bumps, curbs, arrows, no parking zones and vehicle stop lines maintained by TCL will be done once a year.
M. A list of at least three (3) professional work references must be provided at the time of submitting your bid with applicable contact names, phone numbers, and addresses.

N. Requirements for grounds preparation for special events will be coordinated with the contractor to permit normal work schedule to be adapted to meet needs. Where extra service is required, the contractor shall provide such services at an agreed upon rate between the Contractor and the DFM. This cost will be provided as a per acre cost along with the project bid.

O. Grounds will be available for services during daylight hours, seven days a week. The Contractor must insure that his/her services do not affect the daily operations on campus.

**Definition of Terms and Standards**

The following definitions and standards shall be used in evaluating the grounds maintenance services. A listing of the types and frequency of services needed is included.

**Grass Cutting/Mowing**

All mowing shall be done with either a bagging mower or a mower with a “mulching kit” that will remove and/or fine mulch all grass cuttings from the turf at the time of mowing. The contractor shall provide containers and will be responsible for the proper disposal of all grass clippings.

**Fertilization, Insect Control, Fungicide Application**

The Contractor shall apply all seasonal spraying as needed for the control of pests and disease. Depending on turf type, plant type and needs, the contractor shall supply and install pre-emergent, post-emergent, insect control, fungicide, fertilization, etc. to maintain green, healthy turf and plantings.

**Weeding**

Weeding shall be on the same schedule as mowing. All weeds and plant material not part of the original planting plan and gutter line shall be removed, including its root system. Weeds in landscaped areas will be controlled chemically and mechanically as to maintain a neat and orderly appearance of all bed areas. Grass and weeds penetrating or overlapping pavement surfaces will be chemically or mechanically removed.

**Pruning**

All plants are to be kept in their natural shape. Aesthetic pruning will be done as specified, with pruning for safety hazards done as required. No plants shall be pruned into rounded artificial mounds. All pruning will be done on an as needed basis so that shrubs continually maintain a manicured look. Removal of dead or yellowing branches and fronds as needed is required.

**Edging**

All turf areas shall be edged along the curb line, walkways, planting areas, and two-foot diameter around trees. No encroachment of grass on walkways or into planting
beds will be allowed. All grass must be cleaned up. All planting beds and areas shall be kept to their original design shape.

**Mulch Installation**
The contractor shall supply and install long needle pine straw as mulch material in all planting beds, around trees, natural areas, semiannually.

**Leaf Pick-up**
The contractor shall maintain the property which includes turf area, planting beds, sidewalks, parking lots, and pathways free and clear of fallen leaves. All accumulated leaves must be picked up and removed from the property.

**Irrigation**
The contractor shall continuously monitor, adjust and reset irrigation on an ongoing basis to ensure adequate coverage and reduce wasteful usage. The contractor shall provide irrigation personnel for repair and maintenance of all irrigation heads, nozzles, risers, shrub adapters, filters, impact heads, shrub turf rotors, clocks, valves, and pressurized lines. Parts and labor are to be billed in addition to the contract. Minor irrigation repairs performed by onsite labor shall be at no charge for labor, parts only.

**Litter Pick-up**
The contractor shall pick up and remove all trash, paper, glass, debris and other litter from the areas prior to mowing. The contractor will provide containers and will be responsible for the proper disposal of litter. The contractor will pick up leaves from Shrub beds as well as the grassy areas. The contractor will vacuum or blow the parking lots.

**Floral Display Area Installation and Maintenance**
Contractor shall prepare a design for approval and prepare and install annuals and perennials in designated areas (total area equals 750 square feet). Supply and plant a minimum of two types of flowers with the appropriate density based on the size of the beds. Contractor shall provide drawings for spring and fall flower plantings for each bed with names of plants and arrangements of plants. Beds shall be rotated two times per year. Fertilization, disease and insect control will be maintained for optimal appearance at all times of the year.

**Excessive Debris**
In the event that there is excessive debris caused by storms, hurricanes or heavy wind the contractor may be asked to remove said debris. However, any extensive work of this nature that goes over and beyond what is actually called for in the “Scope of Work” must have the prior approval of the Director of Facility Management before starting work.

**NOTE:** No debris shall be placed in the College’s dumpsters.
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<thead>
<tr>
<th>Task</th>
<th>Period</th>
<th>Frequency</th>
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<tbody>
<tr>
<td><strong>Mowing</strong></td>
<td>Mar-Nov</td>
<td>Weekly</td>
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<td></td>
<td>Dec-Feb</td>
<td>Bi-Monthly</td>
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<tr>
<td><strong>Grass Trimming</strong></td>
<td>Mar-Nov</td>
<td>Weekly</td>
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<td>Dec-Feb</td>
<td>Bi-Monthly</td>
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<td><strong>Weeding</strong></td>
<td>Mar-Nov</td>
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<td><strong>Edging</strong></td>
<td>Mar-Nov</td>
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<td>Dec-Feb</td>
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<tr>
<td><strong>Litter Pickup</strong></td>
<td>Mar-Oct</td>
<td>Weekly</td>
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<td>Nov-Feb</td>
<td>Bi-Monthly</td>
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<td><strong>Pruning</strong></td>
<td>Mar-Oct</td>
<td>Bi-Monthly</td>
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<td>Nov-Feb</td>
<td>Monthly</td>
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<tr>
<td><strong>Blowing Parking Lots</strong></td>
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<td><strong>Mulch Installation</strong></td>
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<td>March &amp; September</td>
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<td><strong>Leaf Pick-up</strong></td>
<td>Mar-Nov</td>
<td>Weekly</td>
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<td>Dec-Feb</td>
<td>Bi-Monthly</td>
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<tr>
<td><strong>Floral Display Installation</strong></td>
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<td>Two Times per year</td>
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<tr>
<td><strong>Floral Display Maintenance</strong></td>
<td>Mar-Nov</td>
<td>Weekly</td>
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<td>Dec-Feb</td>
<td>Bi-Monthly</td>
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<tr>
<td><strong>Re-Striping</strong></td>
<td></td>
<td>Two Times per Year</td>
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<tr>
<td><strong>Excessive Debris</strong></td>
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<td>As Needed</td>
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IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations.

Offeror must submit at least three references for projects of similar size and scope. Vendor must have any permits and licenses needed to perform this work and must submit copies if awarded this contract.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

An award resulting from this request shall be awarded to the responsive and responsible offeror whose bid is determined to be most advantageous to the State, taking into consideration price, and qualifications. The State reserves the right to reject any and all bids and will be the sole judge as to whether an offeror’s bid has or has not satisfactorily met the requirements of this bid request.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 2006): (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 five (5) 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 (JANUARY 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 & ORDER OF PRECEDENCE (JANUARY 2006): (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) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state’s final acceptance (a/k/a “award”), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. 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 (JANUARY 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 (JANUARY 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 State's 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 (JANUARY 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 (JANUARY 2006): According to the S.C. Code of Laws § 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 (JANUARY 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.

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JANUARY 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.

**PAYMENT (JANUARY 2006):** (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY (JANUARY 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 (JANUARY 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.

**SETOFF (JANUARY 2006):** The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS (JANUARY 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 (JANUARY 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 (JANUARY 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JANUARY 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 (JANUARY 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**

**COMPLIANCE WITH LAWS (JANUARY 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACT LIMITATIONS (JANUARY 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 (JANUARY 2006):** (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the
contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or
death of any person other than the contractor's employees; (d) claims for damages insured by
usual personal injury liability coverage; (e) claims for damages, other than to the work itself,
because of injury to or destruction of tangible property, including loss of use resulting there
from; (f) claims for damages because of bodily injury, death of a person or property damage
arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or
property damage arising out of completed operations; and (h) claims involving contractual
liability insurance applicable to the Contractor's obligations under the provision entitled
Indemnification – Third Party Claims.
(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption
from date of commencement of the work until date of final payment. Coverage must include the
following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor’s
Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v)
Contractual, including specific provision for contractor’s obligations under the provision entitled
Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed
Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.
(3) The insurance required by this paragraph shall be written for not less than the following
limits of liability or as required by law, whichever coverage is greater:
COMMERCIAL GENERAL LIABILITY:
General Aggregate (per project) $1,000,000
Products/Completed Operations $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any one fire) $ 50,000
Medical Expense (Any one person) $ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
Combined Single Limit $1,000,000
OR
Bodily Injury & Property Damage (each) $750,000
WORKER’S COMPENSATION:
State Statutory
Employers Liability $100,000 Per Acc.
$500,000 Disease, Policy Limit; $100,000 Disease, Each Employee
(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to
the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall
identify the types of insurance, state the limits of liability for each type of coverage, include a
provision for 30 days notice prior to cancellation, name every applicable using governmental unit
(as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit
applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to
commencement of the work, contractor shall provide to the state a written endorsement to the
contractor’s general liability insurance policy that (i) names every applicable using governmental
unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material
alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall
have effect unless the named governmental unit(s) has been given at least thirty (30) days prior
written notice, and (iii) provides that the Contractor’s liability insurance policy shall be primary,
with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate
and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

**CONTRACTOR PERSONNEL (JANUARY 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 (JANUARY 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.

**DEFAULT – SHORT FORM (JANUARY 2006):** The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JANUARY 2006):** The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

**ESTIMATED QUANTITY - UNKNOWN (JANUARY 2006):** The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JANUARY 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their
employees, workmen, servants or agents. Contractor shall be given written notice of any suit or
claim. State shall allow Contractor to defend such claim so long as such defense is diligently and
capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim
so long as (i) all settlement payments are made by (and any deferred settlement payments are the
sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon
State. State shall not admit liability or agree to a settlement or other disposition of the suit or
claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably
cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall
survive termination of the parties' agreement.

RELATIONSHIP OF THE PARTIES (JANUARY 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.

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

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

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JANUARY 2006):
Contractor may terminate this contract at the end of the initial term, or any renewal term, by
providing the Procurement Officer notice of its election to terminate under this clause at least
ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE
QUANTITY CONTRACTS (JANUARY 2006): Unless the termination so provides, a
termination for convenience shall not operate to terminate any purchase orders issued prior to the
effective date of termination.

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

**BFRTGM42712**

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**Description:** Grounds Maintenance Services for Technical College of the Lowcountry – Beaufort Campus

NOTE: The monthly unit price for grounds maintenance to be derived by adding nine months weekly services (March-November), six months of bi-monthly services (December-February) as well as the twice a year cost for mulch installation, floral display area installation, and restriping; divide by 12 for an average monthly unit price and insert under Unit Price above.

Excessive Debris (as needed) $__________/Hour
IX. ATTACHMENTS TO SOLICITATION

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.

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.

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.

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 803-898-5383.
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer:

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. Hiring or Contracting with:
   - Name:
   - Address:
   - Receiving Rentals or Royalties From:
     - Name:
     - Address:
   - Beneficiary of Trusts and Estates:
     - Name:
     - Address:

6. I hereby certify that the above named nonresident taxpayer is currently registered with
   (check the appropriate box):
   - The South Carolina Secretary of State or
   - The South Carolina Department of Revenue

Date of Registration:

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)  Date

If Corporate officer state title:  

Mail to: The company or individual you are contracting with.
OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal. If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: Submitting Confidential Information. Do not mark your entire bid/proposal 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 bid/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 bid/proposal includes the number of copies requested.
- Check to ensure your bid/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-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "Submission of Questions" and any provisions regarding pre-bid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.