REQUEST FOR QUOTE

Coastal Carolina University
Office of Procurement & Business Services
PO Box 261954, Atlantic Hall Building, Conway, SC 29528

Offer must be submitted to Annette Roberts no later than May 14th, 2012 at 2:00 P.M.

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING. FOB Destination, Freight Prepaid and included to:
Coastal Carolina University, Conway, SC 29526

Please quote your lowest delivered price of the below listed item(s). The Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by NO QUOTE
2. All quotes must be signed by the Offerer’s representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. No south Carolina sales tax will be paid on freight or labor.
4. The attached Terms and Conditions apply to all quotes and supersedes Vendor’s Terms and Conditions.
5. All questions must be submitted by email or in writing by May 9th, 2012.
6. Offers may be submitted to the Procurement Officer via fax to (843)349–2161, email aroberts@coastal.edu or hand delivered to Physical Address: 642 Century Circle, Atlantic Hall Building, Conway, SC 29526

Provide and Deliver Commercial Janitorial Equipment and Accessories as per specifications herein.

**Provide total of extended price’s for line item’s 1-10

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INFORMATION FOR OFFERORS TO SUBMIT

By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-1020(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.

Authorized Signature: ___________________________ Printed Name: ___________________________ Date: ___________________________

Company Name: ___________________________ Federal Tax Payer ID/SSN: ___________________________

Phone Number: ___________________________ Fax Number: ___________________________ Email Address: ___________________________

Mailing Address: ___________________________ City:_________________________ State: ________ Zip: ________

SC Minority Certification Number (if applicable) ___________________________

Vendor’s Best Delivery Date _____ Days ARO (after receipt of order) Vendor’s Discount Terms: _____% _____ Days

Do you collect SC Sales Tax? ☐ Yes ☐ No SC Tax Registration # (if applicable)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(i)(ii)&(iii)) or the Resident Contractor Preference (11-35-1524(C)(i)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

Address & Telephone Number of SC Office if making claim: ___________________________ Phone: (_____) __________________

☐ In-State Office Address same as Offerors Address

**In addition to completing the above information, you must also select the RVP box listed under the RESPONSE section—if you are claiming preference.

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” Provision

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I. Scope Of Solicitation

ACQUIRE SUPPLIES/EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

II. Instructions To Offerors - A. General Instructions

AMENDMENTS TO SOLICITATION (CCU 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.coastal.edu/procurement/vendor/currentsolicitations Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on Page One. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (CCU NOV 2007) Notice regarding any award or cancellation of award will be posted on the following web site: http://www.coastal.edu/procurement/vendor/currentsolicitations

DEFINITIONS (JAN 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.
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.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 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.)

DUTY TO INQUIRE (JAN 2004) 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 (JAN 2004): 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 contractors; 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]

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.

QUESTIONS FROM OFFERORS (JAN 2004): (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 (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.]

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 venture 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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

II. Instructions To Offerors – B. Special Instructions

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.080] [02-2B055-1]

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror’s name on the cover of any specifications or descriptive literature submitted with your offer.

DESCRIPTIVE LITERATURE – PRODUCT (CCU JAN 2006): Include descriptive literature and technical specifications covering the product offered. Literature should include written documentation that might be necessary to ensure that the equipment offered will meet or exceed requirements and specifications.

MAIL PICKUP (CCU 2006): The University’s Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer.

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

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

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.
III. Scope of Work / Specifications –

Specifications: All items must be equal or exceed the specifications listed. The absence of detail specifications or omission of detail description shall be recognized as meaning that only the best industry commercial practices are to prevail and that only first quality materials and workmanship are to be used.

General: The specifications herein describe requirements for an offeror to provide and deliver commercial janitorial cleaning equipment and accessories that must meet or exceed the following minimum requirements and specifications.

Requirements:
Below are the minimum functional and performance characteristics sought on a per item basis.

**Item 1:** ProTeam Super QuarterVac Backpack Vacuum with Hepa 4-Stage Filtration and shoulder harness

Minimum Functional/Performance Characteristics:
- 6-quart capacity
- 4-Level HEPA Filtration
- Electric Cord minimum 60 feet long
- To include vacuum hose, wand, floor tool, crevice tool and dusting brush
- Manufacturer’s Warranty- 3 years on labor, motor and parts. Lifetime warranty on molded body parts.

**Item 2:** Tennant T1 Walk Behind Micro Scrubber-15”

Minimum Functional/Performance Characteristics:
- Forward, reverse scrubbing and drying
- Power Cable minimum 50 ft
- Scrub motor: .4 hp
- Recovery Tank Capacity: 4.5 gallon
- Vacuum Motor: 1.2 hp, 2-stage,
- Letter from manufacturer stating offeror is an authorized distributor and authorized service facility of manufacturer.
- Manufacturer’s Warranty- 36 months/2500 hours on parts and labor.

**Item 3:** Tennant T-5 Walk Behind 28” Disk Floor Scrubber with AGM Batteries and ec-HC2O System, Standard

Minimum Functional/Performance Characteristics:
- Rechargeable Absorbed glass Mat (AGM) Battery- to include charger
- Cord-free
- Scrub motor: (2) scrub motors .75 hp
- Vacuum Motor: .85 hp, 3-stage,
- Operator lockout control panel.
- Letter from manufacturer stating offeror is an authorized distributor and authorized service facility of manufacturer.
- Manufacturer’s Warranty- 36 months/2500 hours on parts and labor (excluding batteries).

**Item 4:** Tennant E5, Self-Contained Carpet Extractor

Minimum Functional/Performance Characteristics:
- Power Cable minimum 50 ft
- Brush motor: .4 hp, 2,400 RPM
- Vacuum Motor: 1.2 hp, 2-stage
- Letter from manufacturer stating offeror is an authorized distributor and authorized service facility of manufacturer.
- Manufacturer’s Warranty- 36 months/2500 hours on parts and labor.
**Item 5:** Viper WT3SPD, Whiptail Air Mover, 3-Speed  
Minimum Functional/Performance Characteristics:  
- ¾ hp motor, side-mounted, 3-speed switch  
- Height adjustable  
- Power Cable minimum 20 ft  
- Manufacturer’s Warranty- 5 years on motor, injection molding and labor.

**Item 6:** Viper SN18WD Shovelnose Wet/Dry Vacuum with Front Mount Squeegee  
Minimum Functional/Performance Characteristics:  
- 18 gallon Capacity  
- 24” Front Mount squeegee, vacuum hose 9’, and tool kit  
- Vacuum Motor: 2 stage  
- Motor: 1.33 HP, 110 volt  
- Power Cable minimum 50’  
- Manufacturer’s Warranty- 12 years roto-molded, 5 years on motors and labor and 1 year on wear items.

**Item 7:** Viper VN2015 buffer with 19” Pad Driver  
Minimum Functional/Performance Characteristics:  
- 19-inch Pad Driver  
- Power Cable: minimum 50 ft  
- Power: 1.5 hp, 110 volt  
- Triple Planetary Transmission  
- All metal construction  
- Manufacturer’s Warranty - 5 years on metal castings, motor and gear boxes, 5 years on labor, 1 year on wear items.

**Item 8:** Viper VN2015/13 Floor Machine with 13” Pad Driver  
Minimum Functional/Performance Characteristics:  
- 13-inch Pad Driver  
- Power Cable: minimum 50 ft  
- Power: 1.5 hp, 110 volt  
- Triple Planetary Transmission  
- All metal construction  
- Manufacturer’s Warranty - 5 years on metal castings, motor and gear boxes, 5 years on labor, 1 year on wear items.

**Item 9:** Windsor NuWave Wide Area Vacuum with one package of corresponding Hepa Bags  
Minimum Functional/Performance Characteristics:  
- Brush: Two, 26” wide brush with nylon bristles  
- Disposable Paper Bags  
- Power Cable: minimum 75 ft  
- Accessory Tools  
- Manufacturer’s Warranty- 10 years on polyethylene (PE) parts and housing, 3 years on non-PE parts, 3 years on labor.

**Item 10:** Windsor VS14 Upright Vacuum with one package of corresponding paper vacuum bags  
Minimum Functional/Performance Characteristics:  
- Power Cable: minimum 40 ft  
- Green Seal approved  
- Accessory tools  
- Manufacturer’s Warranty- Vacuum motor, swivel neck and chassis 3 years parts and labor, brush motor and bag housing 5 years parts and labor, belts lifetime.
DELIVERY: Delivery shall be F.O.B. Destination. The term FOB destination shall mean delivered and unloaded with all charges for transportation and unloading paid by the successful offeror.

DELIVERY DATE – Purchase Order (JAN 2006): All items shall be delivered within 45 days after receipt of purchase order.

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

- Coastal Carolina University, 104 Founders Drive, Conway, SC 29526

OPERATIONAL MANUALS (JAN 2006): Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

QUALITY -- NEW (JAN 2006): All items must be new.

BRAND NAME OR EQUAL SPECIFICATION - The use of a “brand name or equal” specification which uses one or more manufacturer’s names or catalogue numbers to describe the standard of quality, performance and other characteristics needed to meet state requirements, and which provides for the submission of equivalent products. Brand name or equal specifications are not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand if in the opinion of the Procurement Officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. Your offer must include manufacturer’s latest literature showing complete product specifications if bidding on other than specified. Failure to include descriptive literature may be reason for rejection of your bid.

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL Offeror shall submit a signed Cover Page and Bid Schedule along with all other information and documents requested; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

MINORITY PARTICIPATION (JAN 2006)
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? ☐ Yes ☐ NO
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? ☐ Yes ☐ NO
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.)
OFFSHORE CONTRACTING (JAN 2006): Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
(a) What type of work is being contracted offshore?
(b) What percentage (%) of the total work is being contracted offshore?
(c) What percentage (%) of the total value of the contract is being contracted offshore?
(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

RECYCLED PRODUCT (JAN 2006): Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research.
Items
If the above applies to more than one item, please indicate above.

V. Qualifications

QUALIFICATION OF OFFEROR (JAN 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 (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

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 (JAN 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.

PAYMENT & INTEREST (MAY 2011): Unless otherwise provided in this Solicitation, 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) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

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 (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.

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.

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

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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.
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 (JAN 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.

PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

RELATIONSHIP OF THE PARTIES (JANUARY 2006): Neither party is an employee, agent, partner, or joint venture 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.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units’ designated receiving site, or other location, as specified herein. (See Delivery clause)

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

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.

WARRANTY –STANDARD (JAN 2006): Contractor must provide the manufacturer’s standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
## VII. BIDDING SCHEDULE /PRICE-BUSINESS PROPOSAL-

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** ProTeam Super QuarterVac Backpack Vacuum with Hepa 4-Stage Filtration and shoulder harness

**Manufacture:** __________________________  **Model:** __________________________

### Commodity Contract Preferences
- **Response:**
  - Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
  - Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
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<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** Tennant T1 Walk Behind Micro-Scrubber-15”

**Manufacture:** __________________________  **Model:** __________________________

### Commodity Contract Preferences
- **Response:**
  - Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
  - Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>2</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** Tennant T-5 Walk Behind 28” Disk Floor Scrubber with AGM Batteries and ec-H2O System, Standard

**Manufacture:** __________________________  **Model:** __________________________

### Commodity Contract Preferences
- **Response:**
  - Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
  - Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>1</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** Tennant E-5, Self Contained Carpet Extractor

**Manufacture:** __________________________  **Model:** __________________________

### Commodity Contract Preferences
- **Response:**
  - Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
  - Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
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<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>5</td>
<td>2</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
| **Item Description:** Viper WT3SPD, Whiptail Air Mover, 3-Speed  
Manufacture: __________________________  Model: __________________________ |

**Commodity Contract Preferences**
- Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
- Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>1</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
| **Item Description:** Viper SN18WD Shovelnose Wet/Dry Vacuum with Front Mount Squeegee  
Manufacture: __________________________  Model: __________________________ |

**Commodity Contract Preferences**
- Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
- Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>1</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
| **Item Description:** Viper VN2015 buffer with 19” Pad Driver  
Manufacture: __________________________  Model: __________________________ |

**Commodity Contract Preferences**
- Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
- Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>2</td>
<td>Each</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
| **Item Description:** Viper VN2015/13 Floor Machine with 13” Pad Driver  
Manufacture: __________________________  Model: __________________________ |

**Commodity Contract Preferences**
- Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.
- Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.
<table>
<thead>
<tr>
<th>Item Description: Windsor NuWave Wide Area Vacuum with one package of corresponding Hepa Bags</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commodity Contract Preferences</strong></td>
</tr>
<tr>
<td>• Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.</td>
</tr>
<tr>
<td>• Section 11-35-1524(B)(2) - Select SCEPP if product is made, manufactured or grown in SC.</td>
</tr>
<tr>
<td>• Section 11-35-1524(C)(1)(i)&amp;(ii) – Select RVP if you qualify for the Resident Vendor Preference.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description: Windsor VS14 Upright Vacuum with one package of corresponding paper vacuum bags</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commodity Contract Preferences</strong></td>
</tr>
<tr>
<td>• Section 11-35-1524(B)(1) - Select USEPP if product is made, manufactured or grown in the US.</td>
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<tr>
<td>• Section 11-35-1524(C)(1)(i)&amp;(ii) – Select RVP if you qualify for the Resident Vendor Preference.</td>
</tr>
</tbody>
</table>

**Enter total of extended prices for line items 1-10 on page 1.**
VIII. ATTACHMENTS TO SOLICITATION

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.

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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: http://www.sctax.org/Forms+and+Instructions/withholding/default.htm [09-9005-1]