### Request for Quote Amendment #1
(This is not an order.)

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Date Issued</th>
<th>Procurement Officer</th>
<th>Phone</th>
<th>E-Mail Address</th>
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</thead>
<tbody>
<tr>
<td>RFQ140513WBL</td>
<td>June 6, 2014</td>
<td>Wanda B. Lewis</td>
<td>(843) 349-2162</td>
<td><a href="mailto:wlewis@coastal.edu">wlewis@coastal.edu</a></td>
</tr>
</tbody>
</table>

**Coastal Carolina University**

**DESCRIPTION:** Provide Water Treatment Services

**USING GOVERNMENTAL UNIT:** Coastal Carolina University

**SUBMIT OFFER BY** (Opening Date/Time): **June 17, 2014/ 2:00 P.M.**

**QUESTIONS MUST BE RECEIVED BY:** N/A

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) Original

Offers may be submitted using any of the following methods (also see “Submitting Your Offer” provision):

1. By fax: 843-349-2184;
2. By email to the address noted above;
3. By mail or hand-delivery to either of the following (the term “Offer” means your “Bid” or “Proposal”):
   - **MAILING ADDRESS:**
     Coastal Carolina University  
     Procurement Services  
     P.O. Box 261954  
     Conway, SC 29528
   - **PHYSICAL ADDRESS:**
     Coastal Carolina University  
     Procurement Services  
     642 Century Circle  
     Conway, SC 29526

**Note:** If you choose to return your response via email, no additional signature is required. It will be assumed that the sender has the ability to legally bind the organization or company to a contract. The name entered in the Signature section will be considered equivalent to an ink signature.

**CONFERENCE TYPE:** Optional site visit by appointment

**DATE & TIME:** As appropriate, see “Site Visit by Appointment” & “Site Visit” provisions

**LOCATION:**

**AWARD & AMENDMENTS**

Award will be posted on June 20, 2014. The award, this solicitation, and any amendments will be posted at the following web address: [http://www.coastal.edu/procurement/currentsolicitations.html](http://www.coastal.edu/procurement/currentsolicitations.html)

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

**NAME OF OFFEROR**

(Full legal name of business submitting the offer)

**OFFEROR’S TYPE OF ENTITY:**

(Check one)

- □ Sole Proprietorship
- □ Partnership
- □ Corporation (tax-exempt)
- □ Corporate entity (not tax-exempt)
- □ Government entity (federal, state, or local)
- □ Other _________________________

**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**

(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.**

Note: Please include a federal TIN (company) or social security number (individual) with your quote as otherwise the issuance of a potential purchase order and related payments will be delayed.
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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<tr>
<th>Area Code</th>
<th>Number</th>
<th>Extension</th>
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E-mail Address

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
- Order Address same as Home Office Address
- Order Address same as Notice Address

(Check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

See "Amendments to Solicitation" Provision

<table>
<thead>
<tr>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
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<tbody>
<tr>
<td>1</td>
<td>June 6, 2014</td>
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</table>

DISCOUNT FOR PROMPT PAYMENT

See "Discount for Prompt Payment" clause

10 Calendar Days (%)  
20 Calendar Days (%)  
30 Calendar Days (%)  
____ Calendar Days (%)

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 - 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)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(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)).

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

(Check only one)

PAGE TWO (DEC. 2012)
INFORMATION FOR OFFERORS TO SUBMIT

AS A MINIMUM, Offerors shall submit the following:
1. A signed Cover Page and Page 2
2. All pages identified as Section VIII. BIDDING SCHEDULE/PRICE
3. Page identified as MINORITY PARTICIPATION / OFFSHORE CONTRACTING (if applicable)

In addition, Offerors should review the following sections for any additional information that may be required for submission:

1. Section IV. INFORMATION FOR OFFERORS TO SUBMIT
2. Section II. B. SPECIAL INSTRUCTIONS
3. Section III. SCOPE OF WORK / SPECIFICATIONS
4. Section V. QUALIFICATIONS
5. Any additional and appropriate attachments addressed in Section IX.
   ATTACHMENTS TO SOLICITATIONS

TIPS TO AVOID COMMON MISTAKES

- Read the solicitation in its entirety.
- Questions on the requirements of the solicitation must be asked during the questions phase of the solicitation (see “Questions From Offerors” section) and/or during a pre-bid/proposal conference if one is scheduled. Issues and/or concerns on the requirements raised in your response are too late.
- Unless expressly requested or required by the solicitation, do not attach or include any additional agreements with your bid/proposal.
- Exceptions to the mandatory clauses of the solicitation are generally not acceptable and will result in your bid/proposal being declared nonresponsive.
- Properly mark all protected, confidential, or trade secret information in accordance with the solicitation section titled “Submitting Confidential Information”. Please note that the entire bid/proposal cannot be marked as confidential, protected, or trade secret.
- Properly acknowledge any and all amendments. Instructions are provided in the “Amendments To Solicitation” section.
- Include the proper number of requested copies of your bid/proposal as requested on Page 1.
- Review these tips again prior to submitting your bid/proposal.

These tips are provided to assist offerors with avoiding common mistakes and are not to be taken as all inclusive of items required for the solicitation. The determination of the responsiveness of your bid/proposal will be evaluated against the solicitation document and not the above. You do not need to return this page with your bid/proposal.
AMENDMENT # 1
NOTICE

The original Request For Quote solicitation document, dated May 23, 2014, is hereby amended to revise the originally published solicitation document.

To ensure the clarity of the solicitation, prospective offerors should DISCARD THE ORIGINAL SOLICITATION DOCUMENT, dated May 23, 2014. This AMENDMENT #1 supersedes all previous solicitation documents in its entirety.

In an effort to assist in the review of this amendment, changes have been indicated in red type or red strikethroughs. Despite all attempts to note all changes, it is possible that one may be inadvertently left unmarked. Therefore, offerors are reminded to thoroughly read, understand and respond to the solicitation according to this amendment in its entirety.

Questions received from the prospective vendor community and the University’s responses to those questions are provided below.

Questions from Vendor #1:
1. Question: What is the current annual water treatment contract value?
   Response: The current annual contract is approximately $4,700.00. It is anticipated that water treatment services will increase during the proposed contract term due to continuous campus expansion of cooling and heating services.

2. Question: General Specifications #3. Why are the USDA and FDA requirements applicable?
   Response: The chemicals used in the water treatment process are required to meet requirements of the EPA.

3. Question: General Specifications #13. When was the last time hydronic loops were checked for iron level? Please provide that report so that the successful water treatment company can prepare for potential problems.
   Response: Iron levels are checked during each monthly or quarterly inspection. Contractors provide the required report utilizing their internal forms for the reports. A copy of the cooling water treatment service visit report is attached. (See Section IX. Attachments to Solicitation)

4. Question: Performance Specifications #8. Please provide an example of this quarterly report that you require. What format and delivery method has the current supplier been using and what changes in either the format or delivery, if any, do you require?
   Response: Contractors provide the required information utilizing their internal forms for the reports. A copy of the reports are provided by email and hard copy to a University representative, as well as, placed at each testing station. A copy of the cooling water treatment service visit report is attached. (See Section IX. Attachments to Solicitation)

5. Question: Performance Specifications #17. What are the procedures and actions currently being utilized on these cooling tower cleanings?
   Response: University technicians clean the towers annually or as required.

6. Question: Why have the minimum and maximum conductivity levels for cooling tower water and closed loops been set the way they are?
   Response: Changes to the conductivity levels from the maximum/minimum levels were required to cover water losses from connecting existing and new buildings. The conductivity levels provided in the solicitation document will be the standard.

7. Question: How often are Coastal Carolina University personnel performing open system water (cooling tower) testing?
   Response: Annually or as required.
8. How often are Coastal Carolina University personnel performing closed hot and chill closed loop testing?
   Response: Annually or as required.

9. Question: How often is the successful vendor required to test open system water (cooling towers)?
   Response: Monthly after the systems have stabilized.

10. Question: How often is the successful vendor required to test closed system water systems?
    Response: Quarterly after the systems have stabilized.

11. Question: For accurate chemical usage calculations for this bid, can Coastal Carolina University please provide 1 year of cooling tower make up water gallons for both CCP1 and CCP2 cooling towers?
    Response: An annual tower make-up water usage has not been determined for this solicitation due to campus expansion and increasing cooling demands.

Questions from Vendor #2

1. Question: Page 10 and 11, General Specifications 4 and 10 – the specification states that the “application and administration of the water treatment program is the sole responsibility of the contractor.” It also states that the contractor is responsible for maintenance and operation of feed equipment. A) Would you please confirm that these specifications encompass only those activities involving routine chemical selection, supply and administration and minor, routine maintenance during the specified visits, and not equipment replacement or significant equipment maintenance? B) The University would pay for equipment replacement costs or significant equipment maintenance separately, correct?
   Response:
   A. Yes.
   B. The contractor is not responsible for maintenance and operation of feed equipment.

2. Question: Page 11, General Specification 13 – Does this section refer to systems already in service, or new systems that will be commissioned in the future?
   Response: This section refers only to systems currently in service at this time.

3. Question: Page 11, Performance Specification 4 – This specification states that after implementation of the program, contractor is responsible for damages caused by contractor’s chemicals. Would you please confirm that contractor is not responsible for any damages related to pre-existing conditions, malfunctioning University equipment, or other conditions or occurrences not disclosed to contractor or not caused by the negligence or wrongful conduct of contractor?
   Response: Contractor is not responsible for damages related to pre-existing conditions, malfunctioning University equipment, or other conditions or occurrences not disclosed to contractor or not caused by the negligence of wrongful conduct of contractor.

4. Question: Page 12, Performance Specification 18 – This specification requires “sodium nitrate.” Please confirm that this is a type and that the treatment method required is sodium nitrite and not sodium nitrate.
   Response: Sodium nitrite. The specifications have been revised to reflect this change.

5. Question: Page 15, Contractor’s Liability Insurance sections (d, f, g, and h) –
   a. Please confirm that certificates of insurance will suffice. Our policy is not to provide copies of our policies themselves, and that has been fine with our customers.
   b. We respectfully request the University remain open to withdrawing the waiver of subrogation requirement. Such a provision is not fair. Waiving subrogation means that if our insurance company pays out, our insurance company cannot seek to recover from the party truly at fault. That means the insurance company ends up paying more than it should under our contract, and in response, they will raise our rates.
   c. We respectfully request the University remain open to withdrawing its requirement for disclosure of deductibles or self-insured retentions. Our certificate of insurance should provide sufficient assurance of payment and has been sufficient for our customers. Our corporate policy is not to provide such information.
   d. We respectfully request confirmation that the University’s reservation of its right to modify the insurance requirements is subject to contractor’s agreement to that modification. We want to
accommodate the University, but we do not feel it is right to ask for contractor’s to agree to unknown insurance obligations.

Response:
a. A Certificate of Insurance (COI) is required from all vendors prior to the commencement of any work to be performed on University property. A copy of insurance policies is not required.
b., c., and d. The clauses in this solicitation are standard for all similar solicitations issued by University Procurement Services. The language in this solicitation follows guidelines recommended and/or stipulated by the South Carolina Procurement Services division for state agencies. Such clauses are not negotiable.

6. Question: Page 16, Hold Harmless and Page 18, Indemnification – Third Party Claims – These sections could be interpreted as requiring that contractors indemnify/hold the University harmless even where the contractor is not negligent or at fault so long as the claim is related to the work. That does not seem right. We respectfully request that the University remain open to a provision that holds contractors liable to the proportionate extent that our negligence or wrongful conduct caused the injury.

Response: See response to question 5. b., c., and d. from Vendor #2 above.

7. Limitation of Liability – There is no limitation of liability discussed in the specifications. Given the relatively small size of this work, we respectfully submit that the potential of unlimited liability is not right. Would the University be amenable to negotiating a reasonable liability cap?

Response: See response to question 5. b., c., and d. from Vendor #2 above.

Questions from Vendor #3:

1. Question: Clarification on item 10 under General Specifications. Is the contractor required to repair or replace any defective equipment under this contract at contractor’s expense? Is this only for closed loop systems and not the cooling towers?

Response: Contractor will not be required to repair or replace defective equipment for both the closed loop systems and the cooling towers.

2. Question: Clarification on item 13 regarding Pre-conditioning procedure. When was the last time the systems were tested for the presence of Iron and have any of the systems been treated recently?

Response: See response to question 3 from Vendor #1 above.

3. Question: Clarification on item 17 under Performance Specifications. Please specify the cleaning procedure on the cooling towers.

Response: Item 17 has been deleted.

4. Question: What was the dollar value of this contract for the past year?

Response: See response to question 1 from Vendor #1 above.
I. SCOPE OF SOLICITATION –

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

Coastal Carolina University seeks a source to provide the necessary liquid chemicals, consultant(s), and technical services for the treatment of all hydronic cooling and heating water systems.

MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006): Start Date: July 1, 2014 to End Date: June 30, 2017. 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".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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 and 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.
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. [02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.coastal.edu/procurement/currentsolicitations.html (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. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)
Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page.

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. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)
In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)
Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT (JAN 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. [02-2A030-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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.) [02-2A045-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)
Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)
You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DUTY TO INQUIRE (JAN 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. [02-2A070-1]

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 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]

OMIT TAXES FROM PRICE (JAN 2004)
Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

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. [02-2A095-1]

The preferred method for submitting questions is via email to the Procurement Officer’s address noted on Page 1 of this document, with the subject line indicating “Questions – Solicitation (insert identifying Solicitation Number from Page 1). If you choose not to email questions, they may be sent to the Procurement Officer’s attention at the mailing address noted on Page 1 or by facsimile to 843-349-2184, to include the appropriate indication in the subject line.

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] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)
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 or its employees, agents or officials prior to award. [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)
Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it 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]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 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.) [02-2A125-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)
(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. [02-2A140-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)
Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

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.19-445.2080] [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.

DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

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

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

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).
SITE VISIT – BY APPOINTMENT (JAN 2006): Appointment for an optional site visit may be made by contacting:
Ronald Gardner at 843-229-7930 or Kerry Lord at 843-349-2155.

Site visits should be made prior to June 4, 2014 at 2:00 p.m.

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

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS –

Coastal Carolina University seeks a qualified source to provide the necessary chemical compounds, consultant(s), and technical services for the treatment of its hydronic cooling and heating water systems in the control of various types of scale and sludge formation, corrosion, rust, and pitting. The water systems are located on the University's Conway campus.

The University estimates approximately twenty-seven (27) buildings/systems shall be serviced and maintained under this contract. Contractor shall furnish all necessary labor, supervision, equipment, materials, and supplies to accomplish the services in accordance with all requirements stated herein.

GENERAL SPECIFICATIONS

1. The University’s hydronic cooling and heating systems consist of the following types:
   A. Closed Loop Cooling System
   B. Closed Loop Heating System
   C. Dual Temperature Closed Loop Cooling and Heating System
   D. Open Loop Cooling System

Details of each campus hydronic system are provided in the attachment entitled “Campus Hydronic Cooling and Heating Systems – Chemical Treatment Systems”. Also attached is a campus map for building locations. (See Section IX.)

2. The water treatment program recommended shall be specially designed for the water being used in each system.

3. All water treatment chemicals shall conform to all applicable EPA, USDA, and FDA requirements for usage in each system.

4. The application and administration of the water treatment program is the sole responsibility of the contractor.

5. All chemicals must be in a liquid homogeneous form. Powders, granules and briquettes will not be accepted.

6. No chemicals will be stored at the University.

7. Transportation and handling of chemicals is the sole responsibility of the contractor.

8. Service calls shall be made monthly until system is operating properly and then quarterly on Closed Loop Systems and monthly on Open Loop Systems by a qualified full-time service person (other than the local sales representative) for the purpose of analyzing all factors of the water treatment chemical control, making required adjustments, and issuing a written report of all findings and corrective actions if required.
9. Emergency calls shall be answered within twenty-four (24) hours with follow-up within forty-eight (48) hours. All service representatives shall wear a uniform or identification badge with the company’s name in clear view.

10. The contractor will be responsible for the maintenance and operation of all treatment related feed equipment, if required, for closed loop systems. Contractor must bring additional support equipment and replacement parts on each service visit to insure the continuity of the treatment program.

11. The contractor shall be a recognized specialist whose primary business is water treatment.

12. **Bypass Feeders (Shot Feeders)** – Reference attachment (Campus Hydronic Cooling and Heating Systems – Chemical Treatment Systems), Shot Feeder Columns. Shot Feeders Marked with N (No shot feeder) will be provided and installed by the University.

13. **Pre-Conditioning (Pre-cleaning) Procedure**

Hydronic systems must be checked by contractor for dissolved iron levels. Hydronic systems with iron levels less than two (2) will be acceptable and will not require pre-conditioning. Hydronic systems with iron levels greater than two (2) will require pre-conditioning. The pre-conditioning procedure includes the following:

A. Installation of cleaners to remove iron by the University. Cleaners provided by contractor.

B. Flushing of system to remove cleaners and iron by the University.

C. Refilling of systems by the University.

D. Application and administration of the water treatment program by contractor.

**PERFORMANCE SPECIFICATIONS**

1. The hydronic systems water treatment must be able to control scale formation, rust, pitting, corrosion and sludge formation throughout the system.

2. Corrosion and deposit control of all equipment and related piping is expected. Periodic de-scaling with acids will not be considered as meeting this specification.

3. Chemicals used in the water treatment shall have no detrimental effects on the metallic or non-metallic materials in the systems being treated.

4. After implementation of the water treatment program, should corrosion, deposits, scaling, or damage to the equipment occur, the contractor will be responsible for the cost of materials and labor to correct and/or repair the equipment considered damaged by the water treatment company’s chemicals.

5. Each chemical supplied shall be labeled and properly identified.

6. All chemicals supplied must meet or exceed the requirements set forth by the EPA.

7. The contractor must certify that the chemicals used in the water treatment program will not endanger the health and safety of persons coming into contact with the materials and will not damage personal or real property when treatment instructions are appropriately followed. An OSHA material safety data sheet shall be supplied for each product used.

8. The contractor will be responsible for and will provide a complete chemical analysis and operating report on each system at least quarterly. This documentation will serve as historical reference for each system.

9. The University reserves the right to perform corrosion studies on any system, and to perform random sampling of the systems for testing by an independent laboratory.

10. The contractor will be responsible for administering all chemical treatments.

11. Chemical control testing is to be performed by the contractor at the system location with a written report of findings and action taken and provided to the University.
12. The contractor must perform and duplicate laboratory analysis at the request of the University.

13. The contractor shall have a representative available whenever equipment is to be inspected. Contractor shall receive a minimum ten (10) day written advance notice of inspection.

14. The contractor shall be responsible for laboratory analysis of any deposits formed in any system and provide the University with a complete written report of findings and the corrective action(s) to be taken.

15. All existing water treatment equipment in place to perform water treatment services is owned by the University.

16. The successful contractor will notify the University in writing of any mechanical problems that prevent or interfere with proper treatment.

17. Cooling Towers — The contractor will be responsible for cleaning all cooling towers on the following schedules:
   - Clean the tower once a month from October through April.
   - Clean the towers twice a month from May through September.

18. Performance: Water treatment sized and equipped to treat raw water available at the project site to sustain the following water characteristics. Present water treatment method is Sodium Nitrate Nitrite.

   A. Closed Loop Cooling System
      | Total Dissolved Solids (TDS) | 500 ppm (Minimum) |
      | pH                          | 9.0 (Maximum)     |

   B. Closed Loop Heating System
      | Total Dissolved Solids (TDS) | 750 ppm (Minimum) |
      | pH                          | 9.0 (Maximum)     |

   C. Open Loop Cooling System
      | Hardness                    | 150 ppm (Maximum) |
      | Conductivity (mmhos)        | • 1300 mmhos (Maximum) at 4 cycles
      |                             | • 700 mmhos (Minimum) at 2.5 cycles
      | pH                          | 9.0 (Maximum)     |

INSPECTION RIGHTS
The University reserves the right to inspect and approve the equipment, materials, and chemicals offered under the specifications of this solicitation.

CHANGES
The University may add or delete buildings/systems during the term of the contract which will result in an equitable adjustment to the contract price. Any changes, additions, or deletions must be in writing and authorized by Procurement Services prior to the performance of service.

Effective August 1, 2014, Coastal Carolina University will be a smoke-free and tobacco-free campus.
DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. In general, the delivery address will be as follows:
  Coastal Carolina University
  Facilities Operations
  102 Shop Road
  Conway, SC 29526

QUALITY – NEW (JAN 2006): All items must be new unless otherwise specified.

IV. INFORMATION FOR OFFERORS TO SUBMIT

See page 3 of this solicitation.

In addition, Offerors shall submit the following:

1. A listing of three (3) reference accounts within the last five years where the services offered were similar to the services requested in this solicitation. Information provided should include name, address, email address, telephone number and title of person to contact for inquiry as to Offeror's experience and performance. Include past performance for similar activities of any State of South Carolina agencies on previous projects, if applicable. Reference account must not be affiliated with Offeror. The University reserves the right to contact any, all or none of the reference provided pursuant to this section. (See contractor reference list attachment in Section IX.)

2. Provide a complete list of service personnel including their qualifications, experience, and length of company service.

3. Provide descriptive literature regarding all chemicals used to provide services per the specifications noted herein.

4. A narrative sufficient to address the requirements noted in Section V. Qualifications – Mandatory Minimum.

SUBMITTING REDACTED OFFERS:
You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. Portable Document Format (.pdf) is preferred.

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.
QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006):

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:
   - The contractor will be required to have been in the water treatment business for a minimum of ten (10) years.
   - The contractor’s service personnel base of operation must be within a 75 mile radius from the University’s campus.

(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm’s key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

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

This section contains the standard terms and conditions that apply to all solicitations and procurements made by Coastal Carolina University (University). Any seller-provided terms and conditions included with seller’s quote, invoice, or other documents shall be of no effect.

ASSIGNMENT (JAN 2006): The order is not assignable by the seller without the prior written consent of the University.

CHOICE OF LAW: The order shall be governed in all respects by the laws of the State of South Carolina. The order shall not be modified except by written agreement of the University and seller. Jurisdiction and venue shall reside in the State of South Carolina.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this order shall be directed to Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528. Procurement Services is located in Atlantic Hall, 642 Century Circle, Conway SC.

CONTRACTOR'S LIABILITY INSURANCE (MAR 2013): (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be
twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in
the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos,
hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury
and property damage.
(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's
Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(b) The University, and its officers, officials, employees and volunteers, must be covered as additional insureds
on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the
Contractor including materials, parts or equipment furnished in connection with such work or operations.
General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least
as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if
a later edition is used. The endorsement must contain the following language:
“Coastal Carolina University, including its current and former trustees, officers, directors,
employees, volunteer workers, agents, assigns and students, is added to this policy as
additional insured.”
(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as
respects the State, the University, and the officers, officials, employees and volunteers of any of them. Any
insurance or self-insurance maintained by the State, the University, or the officers, officials, employees and
volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
(d) Prior to commencement of the work, the Contractor shall furnish the University with original certificates and
amendatory endorsements or copies of the applicable policy language effecting coverage required by this
section. All certificates are to be received and approved by the University before work commences. However,
failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to
provide them. The University reserves the right to require complete, certified copies of all required insurance
policies, including endorsements required by this section, at any time.
(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be
delivered in accordance with the policy provisions. In addition, the Contractor shall notify the University
immediately upon receiving any information that any of the coverages required by this section are or will be
changed, cancelled, or replaced.
(f) Contractor hereby grants to the State and the University a waiver of any right to subrogation which any
insurer of said Contractor may acquire against the State or the University by virtue of the payment of any loss
under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this
waiver of subrogation, but this provision applies regardless of whether or not the State or the University has
received a waiver of subrogation endorsement from the insurer.
(g) Any deductibles or self-insured retentions must be declared to and approved by the University. The
University may require the Contractor to purchase coverage with a lower deductible or retention or provide proof
of ability to pay losses and related investigations, claim administration, and defense expenses within the
retention.
(h) The University reserves the right to modify these requirements, including limits, based on the nature of the
risk, prior experience, insurer, coverage, or other special circumstances.

COMPLIANCE WITH LAWS: The seller, by acceptance of the order, will be deemed to represent that it has
complied, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders,
rules and regulations there under.

DELIVERY: Subject to conditions beyond the control of the seller, delivery of completion must actually be
affected within the time stated on the order. If, for any reasons whatsoever, including conditions beyond the
control of seller, completion is not timely, the University reserves the right to obtain the goods or services
elsewhere and to charge seller with any loss incurred as a result thereof or, as its option, to cancel the order.

EQUAL OPPORTUNITY: The University is an Equal Opportunity Employer and does not discriminate on the
basis of race, color, religion, sex, national origin, age, handicap or veteran status. The successful vendor will
comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning
the treatment of all employees and applicants for employment without discrimination by reason of race, color,
religion, sex, national origin, age, handicap or veteran status.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the
University's option, be returned to the seller at seller’s expense. The University will not be obligated to pay for
services or labor provided in excess of that specified in the order.
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Seller warrants that it will not make available or distribute any student education records it receives from the University in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Seller agrees to limit access to records provided by the University to its employees with a legitimate need to know in order for the seller to fulfill its obligations under this agreement. Seller warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to the University upon request. Seller will notify the University immediately in the event of a security breach that could or does impact the University records or data. Seller agrees that University data will not be shared or sold to third parties without prior written authorization from the University. Seller agrees to notify the University immediately if it receives a subpoena, court order or other request for University data so the University can take appropriate action if needed.

HOLD HARMLESS: The University, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the seller, provided that such liability is not attributable to negligence on the part of the University or failure of the University to use the materials in the manner outlined by the seller in descriptive literature or specifications submitted with the seller's proposal.

IMPORTED GOODS: Whenever seller acts as the University's agent in importing goods from other countries, the seller agrees to show on its invoices the amount of any customs or import duties paid to the United States government as a separate item.

INSPECT/REJECT: The University reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by the University.

INVOICE ITEMIZATION: All transportation, insurance, crating and/or packing charges are to be entered as separate items on seller's invoice, unless goods are sold F.O.B. destination or such charges are included in seller's price.

LICENSES AND PERMITS: During the term of the contract, the seller shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in the order. Note: The University campus is located within the city limits of Conway, South Carolina. Questions regarding business license requirements should be directed to City of Conway, Business License Office, 1000 2nd Ave., Conway SC 29526, telephone 843-488-7631, fax 843-248-1718.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the University to indemnify anyone.

ORDER: Seller shall not provide any goods or services prior to the receipt of an official order from the University. The University may order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

PURCHASING CARD: Seller agrees to accept payment by the University Purchasing Card for no extra charge. The University Purchasing Card is issued by Visa through a statewide program offered to state agencies which allows agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY: The seller shall not publish any comments or quotes made by University employees, or include the University in news releases, published client lists, or other such media, without the prior written approval of Procurement Services and University Communication.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University's designated receiving site, or other location, as may be specified on the order.
TERMINATION DUE TO UNAVAILABILITY OF FUNDS: For orders involving payment and performance obligations beyond one fiscal period, such payments and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

UNIVERSITY POLICIES: The seller agrees to comply with all other applicable University policies as provided through this web site: http://www.coastal.edu/policies/

WARRANTIES: In addition to any expressed or implied warranties provided by applicable law, the seller hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the University’s specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, the University may cancel this order and return this order or correct the defective goods or work at seller’s expense. The foregoing representations and warranties shall survive acceptance of the goods or services.

VII. TERMS AND CONDITIONS – B. SPECIAL –

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 cancellable and subject to immediate termination by the State upon the contractor’s insolvency, including the filing of proceedings in bankruptcy.

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.

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.

CONTRACTOR’S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce,
distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

**DEFAULT – 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.

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

**FIXED PRICING REQUIRED (JANUARY 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor’s price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

**HIPPA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPPA”), or its implementing regulations, it will comply with the HIPPA requirements and will execute such agreements and practices as the University may require to ensure compliance. Additional information may be viewed at [http://www.sc.edu/hippa](http://www.sc.edu/hippa)

**ILLEGAL IMMIGRATION (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

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

**INDEMNIFICATION-THIRD PARTY CLAIMS (NOV 2011):** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]
MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

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 & INTEREST (MAY 2011): (a) 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.

PRIVACY – WEB SERVICES (JAN 2006): You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

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.

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

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)]

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.

**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.

**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.

**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.
VIII. BIDDING SCHEDULE / PRICE.

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document.

<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>36</td>
<td>Months</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** Provide campus water treatment services to all hydronic cooling and heating water systems per specifications herein.

<table>
<thead>
<tr>
<th>Service Contract Preferences</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Section 11-35-1524(C)(1)(iii) – Select RCP if you qualify for the Resident Contractor Preference.</td>
<td>☐ RCP</td>
</tr>
</tbody>
</table>
| • Section 11-35-1524(D)(1)&(2) – Select RSCP-2% if you qualify for the Resident Subcontractor Preference – 2%.  
  ➢ You must identify the subcontractor that will perform the work:  
  ➢ You must identify the work the subcontractor is to perform:  
  ➢ What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement? | ☐ RSCP-2% |
| • Section 11-35-1524(D)(1)&(2) – Select RSCP-4% if you qualify for the Resident Subcontractor Preference – 4%.  
  ➢ You must identify the subcontractor that will perform the work:  
  ➢ You must identify the work the subcontractor is to perform:  
  ➢ What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement? | ☐ RSCP-4% |

**TOTAL:**

**Note:** South Carolina sales tax will not be paid on freight.
IX. ATTACHMENTS TO SOLICITATION

CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
CONTRACTOR REFERENCE LIST
CAMPUS HYDRONIC COOLING AND HEATING SYSTEMS
COASTAL CAROLINA UNIVERSITY CAMPUS MAP
COOLING WATER TREATMENT SERVICE VISIT REPORT TEMPLATE
CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)

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?
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
☐ Traditional minority
☐ Traditional minority, but female
☐ Women (Caucasian females)
☐ Hispanic minorities
☐ DOT referral (Traditional minority)
☐ DOT referral (Caucasian female)
☐ Temporary certification
☐ SBA 8 (a) certification referral
☐ Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

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.
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]
| Business Name: | ______________________________________________________ |
| Business Address: | ______________________________________________________ |
| Contact Name: | ______________________________________________________ |
| Email address: | ______________________________________________________ |
| Telephone Number: | ______________________________________________________ |
| Year(s) service was contracted: | ______________________________________________________ |

| Business Name: | ______________________________________________________ |
| Business Address: | ______________________________________________________ |
| Contact Name: | ______________________________________________________ |
| Email address: | ______________________________________________________ |
| Telephone Number: | ______________________________________________________ |
| Year(s) service was contracted: | ______________________________________________________ |

| Business Name: | ______________________________________________________ |
| Business Address: | ______________________________________________________ |
| Contact Name: | ______________________________________________________ |
| Email address: | ______________________________________________________ |
| Telephone Number: | ______________________________________________________ |
| Year(s) service was contracted: | ______________________________________________________ |
**COASTAL CAROLINA UNIVERSITY**

**CAMPUS HYDRONIC COOLING AND HEATING SYSTEMS - WATER TREATMENT SYSTEMS**

**REFERENCE: ATTACHED CAMPUS MAP LEGEND AND SUB-LEGEND FOR BUILDING LOCATIONS**

### Chilled Water

<table>
<thead>
<tr>
<th>Building/Area/Other</th>
<th>AC Chillers Qty. or Total Cap.</th>
<th>WC Chillers Qty. or Total Cap.</th>
<th>Vol Flow in (gpm)</th>
<th>CW Shot Feeder Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Building</td>
<td>1</td>
<td></td>
<td>720 217 54 44</td>
<td>Y</td>
</tr>
<tr>
<td>Kimbel Library</td>
<td>1</td>
<td></td>
<td>800 264 54 44</td>
<td>Y</td>
</tr>
<tr>
<td>Kimbel Arena</td>
<td>1</td>
<td></td>
<td>120 275 55 45</td>
<td>N Note 8</td>
</tr>
<tr>
<td>WB Recreation Center</td>
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<td></td>
<td>880 220 56 44</td>
<td>N Note 8</td>
</tr>
<tr>
<td>Humanities Building</td>
<td>2</td>
<td></td>
<td>2320 775 58 44</td>
<td>Y Note 1</td>
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<tr>
<td>CBP Library</td>
<td>1</td>
<td></td>
<td>960 300 52 42</td>
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<tr>
<td>Student Center</td>
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<td></td>
<td>1320 397 54 44</td>
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</tr>
<tr>
<td>Kingston Hall</td>
<td>1</td>
<td></td>
<td>280 77 54 44</td>
<td>Y</td>
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<tr>
<td>Smith Science Center</td>
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<td></td>
<td>2192 560 56 40</td>
<td>Y</td>
</tr>
<tr>
<td>Swain Science Center</td>
<td>1</td>
<td></td>
<td>2616 652 56 42</td>
<td>Y</td>
</tr>
<tr>
<td>Wall Building</td>
<td>2</td>
<td></td>
<td>3000 900 54 44</td>
<td>Y</td>
</tr>
<tr>
<td>Brittain Hall</td>
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<td>1280 315 56 44</td>
<td>Y Note 6</td>
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### Hydronic Closed Loop Systems

<table>
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<tr>
<th>Building/Area/Other</th>
<th>Hot Water Boiler Qty.</th>
<th>Flow (gpm)</th>
<th>HW Shot Feeder Comments</th>
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<th>Building/Area/Other</th>
<th>Total Cap.</th>
<th>From CCP No.</th>
<th>Flow (gpm)</th>
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### Hot Water

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<th>Building/Area/Other</th>
<th>Vol Flow in (gpm)</th>
<th>HW Shot Feeder Comments</th>
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### Open Loop Sys.

<table>
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<tr>
<th>Building/Area/Other</th>
<th>Cooling Towers Vol Flow</th>
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### Hydrogen Heating & Cooling Equipment Listed Below (Sub-legend) are located in Central Cooling/Heating Plant

<table>
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<tr>
<th>Building/Area/Other</th>
<th>Total Cap.</th>
<th>From CCP No.</th>
<th>Flow (gpm)</th>
</tr>
</thead>
</table>

### Notes:

1. Humanities Building - CW Cap. Tons (Two (2) 150 Ton chillers + One (1) 100 Tons Ice Storage). System contains 25% EG
   A. System filled with 25% ethylene glycol
   B. Coastal Carolina University (CCU) had a contractor install a positive pressure glycol feed with alarms.
   C. System has a Bypass Feeder.

2. Atheneum/Singleton
   A. One (1) Boiler serves both buildings
   B. One (1) chiller serves Atheneum Hall and One (1) chiller serves Singleton Building
   C. System is two (2) pipe and provides either heating or cooling
   D. Bypass Feeder - One (1) Bypass Feeder is valved to serve the Chilled Water System and Hot Water System independently

3. Not Used

4. Not Used

5. The Rivers (Eaglin Hall/Hicks Dining Hall/Ingle Hall) - One (1) Bypass Feeder serves the dual temperature system

6. Wall Building - One (1) Bypass Feeder is valved to serve the Chilled Water System and Hot Water System independently

7. Not used

8. Kimbel Arena - No Bypass Feeder on CW System or Hot Water System. CW System and HW System are piped to accept a bypass feeder.

9. (CCP-2) HTC Center Cooling Plant - Chilled Water Volume (gals.) information is included with The Rivers and HTC SR&CC Center
DIRECTIONS to the BAND HALL
From University Boulevard on the main campus, turn right on U.S. 501. Go 0.6 miles (0.96 km) to the first railroad tracks and turn right onto Century Circle. Cross the railroad tracks and take the first right onto Whistle Stop Road; go one block to Winwah Road and turn right to cross the railroad tracks again. The University Band Hall is located on the left.

For Traffic and Parking Rules and Regulations, visit the CCU website coastal.edu/safety and click on Traffic and Parking.

Campus Map Key

1 Bill Baxley Hall (BAXL) (Rotunda-Welcome Center / Admissions / Office of Student Accounts / CINO Card Office)
2 Horry County Scholars Academy (under construction)
3 Kingston Hall (Financial Aid)
4 Evergreen (EVG) (R.O.T.C.)
5 Central Energy Plant
6 J. L. Jackson Student Center / CINO Grille (STCR)
7 Spadoni Park / Graham Family Bell Tower
8 Wheelwright Auditorium (WHEL)
9 Kimbel Library (KLIB)
10 Bryan Information Commons (BICL)
11 R. Cathcart Smith Science Center (SC)
12 Swain Science Center (KSSH)
13 E. Craig Wall Sr. College of Business Administration (WALL)
14 Clay D. Britain, Jr. Hall (BRTH)
15 Eldred E. Prince Building / University College (PRIN)
16 Edward M. Singleton Building (SSQ)
17 Kears Hall (KENS) / Spadoni College of Education
18 Athenaeum Hall (ATNA) (Alumni Relations / Office for Philanthropy)
19 Indigo House (INDO) (Career Services Center)
20 Laurel Center (Photography)
21 Thomas W. and Robin W. Edwards College of Humanities and Fine Arts (THFA)
22 Hampton Hall (Video / Media Services)
23 Kimbel Arena (Intramural Basketball)
24 Williams-Brice Recreation Center (WBR)
25 Boni Belle Hitting and Practice Facility
26 Joseph W. Holliday Tennis Practice Courts
27 Arcadia Hall (ARCA) (Athletic Administration)
28 Softball Field
29 Baseball Stadium / Vrooman Field
30 Soccer Field
31 Brooks Stadium / Benton Field
32 Adkins Field House (ADF)
33 Bill Nichols Tennis Center
34 Athletic Practice Fields
35 Track and Field Facility
36 Facilities Planning & Management Complex
37 Sands Hall (SAND) (U.S. Post Office)
38 HTC Student Recreation and Convocation Center (SREC) (Bookstore)
39 Ronald C. Ewing Residence Hall (RAQ)
40 Fred W. Hicks Dining Hall (DHIC)
41 Ronald R. Ingle Residence Hall (ING)
42 The Woods Residence Halls
42A. Palmetto
42B. Maple
42C. Elm
42D. Cypress
42E. Dogwood
42F. Oak
43 Student Health Center (STHC) (Student Health Services / Counseling Services)
44 Department of Public Safety
45 Lackey Chapel
46 General James Hackler Golf Course / Coastal Carolina University (HGCG)
47 The Gardens Residence Halls
47A. Azalea
47B. Magnolia
48 University Police
49 Human Resources and Equal Opportunity / Payroll
50 Burroughs & Chapin Center for Marine and Wetland Studies (BCMWM)
51 Coastal Science Center (CSSC)
52 Printing Services (Academic Testing Center)
53 Intramural Fields (INF)
54 Atlantic Hall (Procurement / Shipping & Receiving)
55 University Band Hall (CCBH)
56 Department of Environmental Health and Safety / Transportation
Cooling Water Treatment

RESULTS OF TESTS CONDUCTED DURING SERVICE VISIT

Coastal Carolina University
Conway, SC

Report To:

<table>
<thead>
<tr>
<th>System Tested</th>
<th>Makeup Water</th>
<th>CHILL WATER</th>
<th>CONTROL LIMITS</th>
<th>TOWER WATER</th>
<th>LIMITS</th>
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