 WINTHROP UNIVERSITY Invitation for Bid	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	IFB 10-R1000620 /TS September 8, 2009 Teresia Sexton 803-323-2143, Ext. 6026 sextont@winthrop.edu
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DESCRIPTION : One (1) Year Contract With Four (4) Additional One (1) Year Renewal Periods To Provide All Labor, Materials, Supplies and Equipment To Provide Pest Control Services for Winthrop University

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

SUBMIT OFFER BY: (Opening Date/Time) **October 7, 2009 at 3:00 P.M.** : See provision entitled "Deadline For Submission Of Offer"

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

QUESTIONS MUST BE RECEIVED BY: September 30, 2009 at 9:00 A.M. : See provision entitled "Questions From Offerors"

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

MAILING ADDRESS:	PHYSICAL ADDRESS:
Winthrop University Procurement Services 307 Tillman Hall Rock Hill, SC 29733	Winthrop University Procurement Services 307 Tillman Hall Rock Hill, SC 29733

See provision entitled "Submitting Your Offer"

Conference Type: Site Visit - MANDATORY Date & Time: September 23, 2009 at 9:00 A.M. As appropriate see " Conference -Pre-Bid /Proposal" & " Site Visit" provisions	Location: Facilities Management Operations Center 520 Cherry Road Rock Hill, SC 29733
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on <u>October 9, 2009</u> . The award, this solicitation, and any amendments will be posted at the following web address: http://www.winthrop.edu/procurement/bids.htm
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other (See "Signing Your Offer" provision.)
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	

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	STATE VENDOR NO. (Register to obtain S.C. Vendor No. at www.procurement.sc.gov)

PAGE TWO

(Return Page Two with Your Offer)

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)			
	Area Code	Number	Extension	Facsimile
	E-mail Address:			

PAYMENT ADDRESS (Address to which payment will be sent) (See "Payment" clauses)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
Payment address same as Home Office Address	Order Address same as Home Office Address
Payment address same as Notice Address (check only one)	Order Address same as Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	
	Offerors acknowledges receipt of amendment by indicating amendment number and its date of issue. See "Amendment to Solicitation " Provision								

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days(%)
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<p>PREFERENCE - SC RESIDENT VENDOR PREFERENCE (June 2006): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office * in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at all time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law</p>	<p>OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____</p>
	<p>*ADDRESS AND PHONE OF IN-STATE OFFICE</p>
	<p>____ In- State Office Address same as Home Office address ____ In -State Office address same as Notice Address (CHECK ON LY ONE)</p>

<p>PREFERENCE - SC/US END-PRODUCT (June 2005) 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. And end-product is the item 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 (B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies 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.</p>	<p>IF THIS PREFERENCE APPLIES TO THIS PROCURMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS QUESTIONS THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACE ON THE BIDDING SCHEDULE.</p>
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*****IMPORTANT*****

If you obtain a copy of this solicitation and want to receive future notifications (possible amendments), pertaining to this solicitation, you must notify the buyer at:

sextont@winthrop.edu

Please provide the following:

Company Name

Contact Person

Address

Telephone

Fax

E-mail Address

Solicitation Outline

- I. Scope of Solicitation
- II. Instruction to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitations.

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JANUARY 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. Provide All Labor, Materials, Supplies and Equipment To Provide Pest Control Services for Winthrop University.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JANUARY 2006): 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". One (1) Year Contract with Four (4) Additional One (1) Year Renewal Periods. **One (1) Year Contract With Four (4) Additional One (1) Year Renewal Periods. Contract Term: The Initial Contract Period will be from October 21, 2009 through October 20, 2010. The Maximum Contract Period will be from October 21, 2009 through October 20, 2014.**

II. INSTRUCTIONS TO OFFERORS:

A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.winthrop.edu/procurement/bids.htm> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with Winthrop University. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BOARD AS PROCUREMENT AGENT (AUGUST 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 Winthrop University acting on behalf of Winthrop University pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Winthrop University. The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(a)

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

(i) Offeror and/or any of its Principals-

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

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

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JANUARY 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the procurement officer of Winthrop University 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 Winthrop University's mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION. FOR ADDITIONAL DEFINITIONS, SEE THE TERMS AND CONDITIONS BELOW.

- (1) AMENDMENT - means a document issued to supplement the original solicitation document.
- (2) BOARD - means the South Carolina Budget & Control Board.
- (3) BUYER - means the Procurement Officer.
- (4) 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.
- (5) OFFER - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (6) OFFEROR - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
- (7) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
- (8) YOU and YOUR - means Offeror.
- (9) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (10) STATE - means the Using Governmental Unit(s) identified on the Cover Page.
- (11) 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.

- (12) 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)].
- (13) WORK- means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligation under the Contract..

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006):By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to Winthrop University's attention.

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8- 13-790, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725,and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150.

OMIT TAXES FROM PRICE (JANUARY 2006) Do not include any taxes in your price that the state may be required to pay.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

PROTEST – CPO- ITMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Information Technology Office, and submitted in writing (a) by email to protest-itmo@cio.sc.gov, (b) facsimile at 803-896-0789, or (c) by post or delivery to 4430 Broad River Road, Columbia, S.C. 29210.

PROTEST – CPO – MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-738-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, S.C. 29201.

MMO AWARD AND INTENT TO AWARD FORMS

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this intent to award. Protest to be filed with:

Chief Procurement Officer

Materials Management Office
1201 Main Street, Suite 600
Columbia, S.C. 29201
Facsimile: 803-737-0639
E-mail: protest-mmo@mmo.state.sc.us

ITMO AWARD AND INTENT TO AWARD FORMS

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this intent to award. Protest to be filed with:

Chief Procurement Officer
Information Technology Management Office
4430 Broad River Road
Columbia, S.C. 29201
Facsimile: 803-896-0789
E-mail: protest-itmo@cio.sc.gov

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

QUESTIONS FROM OFFERORS (JANUARY 2006) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. 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) Winthrop University seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JANUARY 2006) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

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

(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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(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 Winthrop University 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) Unbalanced Bidding. Winthrop University 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 Winthrop University even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) By submitting an Offer, You agree not to discuss this procurement activity in any way with Winthrop University or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scmd.org/myscgovweb/weather.html>

SIGNING YOUR OFFER (JANUARY 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire

response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, Winthrop University 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, Winthrop University 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 Winthrop University withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUGUST 2002) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the

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

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

B. Special Instructions:

DESCRIPTIVE LITERATURE – LABELING (JANUARY 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with you offer.

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

III. SCOPE OF WORK/SPECIFICATIONS

The scope of work and specifications covers non-personal services for providing all labor, materials, supplies and equipment to provide pest control services for Winthrop University.

1. CLASSIFICATIONS

Pesticides covered by these specifications are classified by the following:

- 1. "General Use" – Pesticides which may be purchased by the general public and applied according to the label.**
- 2. "Restricted Use: - Pesticides which may be purchased and applied only by certified applicators or individuals working under the direct supervision of a certified applicator.**

II. APPLICABLE STANDARDS

The following document of issue in effect on the date of this solicitation shall form a part of this specification.

S.C. CODE OF LAWS 1976 – TITLE 46, SEC. 46-13-10

S.C. PESTICIDE CONTROL ACT

S.C. Department of Fertilizer and Pesticide Control

Clemson University

Clemson, SC 29631

III. A. Service Schedule

- 1. Prior to work beginning the Contractor shall submit for review a schedule for performing the required periodic services of the contract. This schedule shall be coordinated with Facilities Management to meet service needs and may be changed as directed by Facilities Management to minimize conflicts.**
- 2. On the scheduled day for service, the service person(s) should proceed to the Facilities Management Office to check in and obtain the proper keys for the area(s) where work is to be performed.**

Upon completion of the service call the service person(s) shall present a service receipt (receipt shall be given to the staff in the Facilities Management Office) showing the following information:

- a. Area(s) serviced**
 - b. Date and service person's name**
 - c. Name of chemical applied to each area**
- 3. The Facilities Management Office is open for business 8:30 a.m. through 5:00 p.m., Monday through Friday. The Contractor will be scheduling most of his/her work during these hours. However, some areas will require that work be performed during other hours and will require more careful scheduling and coordination to prevent problems.**

B. Pest and Rodents

- 1. Pest control shall be provided for the following general class of pests and rodents (to be included in the solicitation base price):**

General Class:

- 1. Ants**
- 2. Bees**
- 3. Hornets**
- 4. Wasps**
- 5. Roaches**

6. Mice
7. Silver Fish
8. Rats

2. **NOTE: The following lists of pests, occasional invaders and parasites of man, require different spraying procedures than the General Class. Because of the nature of these pests, no control can be guaranteed by the Contractor. Situations which warrant this type of pest control should be handled on an “as sprayed” basis with prices provided in this solicitation for treatment of each.**

Special Pest:

1. Fire Ants
2. Termites

Occasional Intruders:

1. Snakes
2. Bats
3. Moths

Parasites of Man:

1. Bedbugs
2. Fleas
3. Lice
4. Paper Mites

C. Spray Area

1. **In accordance with label instructions, treat all vulnerable areas accessible to pest. Also, spraying of any additional harborages necessary to control listed general pests must be performed.**
2. **Areas to be serviced include all occupied spaces, all unoccupied spaces, and areas adjacent to building as defined below:**
 - a. **Occupied spaces shall include but are not limited to all residential rooms, offices and classrooms.**
 - b. **Unoccupied spaces shall include, but are not limited to hallways, stairwells, lounges, laundry rooms, kitchens, basements, storage rooms, utility closets, mechanical rooms, electrical rooms, custodial closets, chases, crawl spaces and attics**
 - c. **Areas immediately surrounding the buildings are to be serviced. These areas include manholes, drainage areas,**

garbage dumpsters and other areas within 100 feet of the exterior of each building. All buildings with craw areas will be blown with chemical dust in the crawl area. Granules will be sued around the exterior foundation walls of slab buildings with no crawl area. The crawl and foundation areas are to be treated annually.

3. Areas to be serviced:

a. Residential Buildings and Residential Halls – Monthly Service

BUILDING NAME	SQUARE FEET
Lee Wicker	67,900
Margaret Nance	55,500
Phelps	91,600
Richardson	85,900
Thomson (East and West Wings)	85,100
Winthrop Lodge Building B	12,300
Wofford	91,600

Apartments - Monthly Service

BUILDING NAME	SQUARE FEET
The Courtyard	130,000
Roddey	59,800

Special Residence - Monthly Service

BUILDING NAME	SQUARE FEET
Joynes Hall – 3 rd Floor	8,000
Farm Residence	1,600

b. Academic and Support Buildings - Monthly Service

BUILDING NAME	SQUARE FEET
Coliseum	163,000
Crawford	13,600
Ida Jane Dacus Library	89,500
The Shack	5,900
Tennis Complex	2,600
Terry Tower Softball Complex	2,600
Track	6,466
Intramural Fields	1,240
Baseball Complex	3,500
Golf Building	150

c. **Academic and Support Buildings - Semi-Annual Service**

BUILDING NAME	SQUARE FEET
Bancroft	86,000
Bookworm (700 Cherry Road)	12,124
Byrnes Auditorium	59,512
Canterbury House	2,852
Carroll Hall	20,861
Dinkins Student Center (except ground floor)	29,700
Facilities Management	2,860
Goode Building	2,770
Johnson	62,425
Kinard	70,300
Life Science Building	62,000
McLaurin	53,300
MacFeat House	6,440
Music Conservatory	35,662
Owens Hall	41,746
Facilities Management Operations Center	21,700
Rutledge	52,600
Sims	54,100
Stewart House	6,700
BUILDING NAME	SQUARE FEET
Sykes House (638 Oakland Avenue)	4,900
Thurmond	60,200
Tillman	105,000
Lois Rhame West Center	137,750
Withers	102,200

D. **Emergency Treatment**

Contractor shall respond within four (4) hours of notice to service requests for emergency treatment which may arise between scheduled visits.

Additional fees will not be charged by the Contractor for emergency calls if requests are for control or extermination or pest or rodents listed in the contract.

If the emergency call is for control or extermination of pests or rodents which do not appear on the contract, the University shall be responsible for the additional charges. The University shall receive a thirty (30) day warranty for services received for which additional charges are made. Cost to be negotiated with Contractor as applicable.

With proper treatment by the Contractor the exercise of this call back provision should be kept to a minimum.

Non-emergency additional service calls may be required as deemed necessary by Winthrop University Facilities Management. Contractor must be able to respond within twenty-four (24) hours.

E. Addition/Deletion of Buildings

Additions and/or deletions of buildings may be made to this contract, depending upon requirements. These additions and/or deletions will be done by negotiations on an individual building basis at the same price bid based on comparable sized buildings.

F. Service Representative

Service representative must be available to discuss problems and advise in proper control of pests.

G. Pesticide Registration

All pesticides offered for sale and use in the State of South Carolina must be registered in accordance with Title 46, Section 46-13-30 of the South Carolina Pesticide Control Act.

H. Pesticides Used

Only pesticides specifically labeled for the intended use and intended site shall be used.

Materials and Their Use:

1. **Rodent control methods will need to be discussed prior to the finalization of the contract.**
2. **Insecticides may consist of legal formulations in dust or sprays.**
3. **Insecticides use should follow the plan below:**
 - a. **One (1) type of insecticide should be applied for immediate kill effect, and second (2nd) type should be applied for residual killing effects for three (3) – four (4) weeks.**
 - b. **All chemicals must be rotated every two (2) months.**
 - c. **Insecticides should come from the list below:**

ORGANOPHOSPHATES: Such as acephate (trade name Orthene)

SYNTHETIC PYRETHROIDS: Such as (trade name Pyrethrins) or permethrin, fenvalerate (trade

name Conquer), deltamethrin (trade name Suspend), cypermethrin suspend (trade name Demon), (trade name Catalyst – fleas, ants, roaches) and (trade name Talstar1 – roaches, ants.

AMIDINOHYDRAZONES: Such as (trade name Maxforce)

MACROCYCLICLACTONE GLYCOSIDE:
Such as (trade name Avert)

- d. For particularly heavily infected or persistent area use of growth regulators such as hydropene (trade name Gencor) or chemosterilants.
- e. Dry, non-traffic areas should be treated with inorganics such as boric acid (trade name Roach Prufe) or diatomaceous earth (trade name Perma Guard uses diatomaceous earth combined with pyrethrins).

I. Specimen Labels

Specimen Labels and Material Safety Data Sheets (MSDS) for each pesticide and rodenticide used in University buildings shall be submitted to Winthrop University Purchasing and Risk Management, 307 Tillman Hall, Rock Hill, SC 29733 and Winthrop University, Facilities Management Operations Center, 520 Cherry Road, Rock Hill, SC 29733.

J. Poison Control Telephone Number

The Winthrop University Facilities Management Operations Center shall be furnished a poison control center telephone number to call in the event of suspected poisoning.

K. Insurance Coverage

Insurance Requirements: The successful offeror shall provide a copy of their liability insurance coverage within ten (10) days after the contract has been awarded.

CONTRACTOR'S LIABILITY INSURANCE (JANUARY 2006): Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina Such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claim's under worker's compensation,

disability benefit and other similar employee benefit acts which are applicable to the work performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$50,000

Medical Expense (Any one person) \$5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles)

Combined Single Limit \$1,000,000

OR

Bodily Injury and Property Damage (each) \$750,000

WORKER'S COMPENSATION

State Statutory

Employer's Liability \$100,999 Per Accident

\$500,000 Disease, Policy Limit; \$1000,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the university a signed certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for thirty (30) days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a

Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the university a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. (5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits paid under the General Aggregate) or any substitution of insurance carriers. (6) The university's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

L. Certification

All individuals who provide pest control services under this contract must possess a current South Carolina Certified Application License from the South Carolina Department of Fertilizer and Pesticide Regulations or else work under the direct supervision of a certified applicator. Successful contractor will be required to furnish copies of licenses of these individuals to the Winthrop University Facilities Management Operations Center Office, 520 Cherry Road, Rock Hill, SC 29733.

M. Office/Service Facility

The successful contractor shall have an office/service center facility within a forty (40) mile radius of the Winthrop University campus. The Contractor's office/service center facility shall be staffed to receive telephone calls during business hours, and shall have been conducting business from this location (or other locations within the forty (40) mile radius) prior to January 1, 2005.

The service technicians shall work out of this office/service center facility which shall have all the products, equipment and vehicles necessary to execute the requirements of this contract on hand.

The Contractor shall, as part of his bid, furnish the address and telephone number of the office/service center and the name of the office manager or supervisor.

IV. WARRANTY

The Contractor warrants to the University that all services performed as a result of this solicitation and specifications will be performed in a professional manner consistent with industry practice.

V. ACCEPTANCE, EVALUATION AND QUALITY ASSURANCE

The pest control services provided by the Contractor will be subject to inspection by the University. All work not in accordance with this specification will be corrected within twenty-four (24) hours after notification of deficiency.

VI. DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly based upon valid and approved invoice(s) submitted to the University. All invoices shall be verified against actual services rendered and must be signed by a University representative certifying that services have been received.

VII. SPECIAL REQUIREMENTS

Because these services are to be performed in residential and security sensitive areas, the following guideline must be met:

- A. All service personnel shall be identified by a uniform with the contracted company name and service person's name affixed, and/or a picture identification card attached to the service person's uniform.
- B. All service personnel shall observe escort policies of the individual buildings.
- C. When it becomes necessary to enter a residential room during times that the residence halls/apartments are occupied, the following procedures shall be followed:
 - 1. Knock on the door vigorously or ring the door bell and wait for the resident to open the door.
 - 2. If there is no answer after a brief pause, knock on the door again.
 - 3. If there is still no response, and provided authorization has been given to enter without the resident's presence, the service person then unlocks the door, steps inside, and calls again to announce his/her presence.
 - 4. If there is no reply the service person may then

proceed to render the authorized service.

5. Before leaving the room/apartment, the service person shall double check that the door is secured, and immediately report any door that cannot be secured to the appropriate Residence Life staff member.

- D. All service personnel shall conduct their business in a professional manner and shall refrain from offensive behavior.

A. General

1. Bid as specified.
2. The total value of this contract **MAY NOT EXCEED: \$200,000.00** during the life of the contract.
3. **TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD:**
The effective date of this contract is the first day of the maximum contract period as specified on the final intent to award statement. The initial term of this agreement will be for a period of one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final intent to award statement.

One (1) Year Contract With Four (4) Additional One (1) Year Renewal Periods.
Contract Term: The Initial Contract Period will be from October 21, 2009 through October 20, 2010. The Maximum Contract Period will be from October 21, 2009 through October 20, 2014.

4. **Term/Option To Extend: Winthrop University may extend this contract if it appears that it is in the best interest of the University and is agreeable with the Contractor. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. Said extension may be less than but will not exceed four (4) additional one (1) year renewal periods. If the Contractor elects not to extend on the anniversary date, the contractor must notify the Winthrop University Procurement Services Office of its intention in writing ninety (90) days prior to the anniversary date. Any request for a price increase will be evaluated prior to exercising the Option to Extend.**

SITE VISIT: MANDATORY (Note: This form must be returned with offeror's bid)

A MANDATORY SITE VISIT HAS BEEN SCHEDULED FOR SEPTEMBER 23, 2009 AT 9:00 A.M. AT THE FACILITIES MANAGEMENT OPERATIONS CENTER LOCATED AT 520 CHERRY ROAD, ROCK HILL, S.C. 29733.

A site visit is MANDATORY. No bids will be considered unless a site visit is made. Offerors must complete the following Site Visit Certification for verification of a site visit. Failure to complete the Site Visit Certification will be considered as though no site visit was made and will result in rejection of bid.

I certify that I have visited the job site:

Person(s) attending: _____

Date: _____

Signature of Winthrop Personnel: _____

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

**Winthrop University
Facilities Management Operations Center
Rock Hill, S.C. 29733**

IV. INFORMATION FOR OFFERORS TO SUBMIT GENERAL (JANUARY 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B Special Instruction; III Scope of Work; V. Qualifications; VIII. Bidding Schedule /Price Proposal; and any appropriate attachments addressed in section IX. . Attachments to Solicitations.

MINORITY PARTICIPATION (JANUARY 2006)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes ___ No ___

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes ____ No ____

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

- ___ Traditional minority
- ___ Traditional minority, but female
- ___ Women (Caucasian females)
- ___ Hispanic minorities
- ___ DOT referral (Traditional minority)
- ___ DOT referral (Caucasian female)
- ___ temporary certification
- ___ BA 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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>

OFFSHORE CONTRACTING

OFFSHORE CONTRACTING (JANUARY 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 fifty (50) States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contract 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 contractor 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.

V. Qualifications:

QUALIFICATION OF OFFEROR (JANUARY 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility

inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

VI. Award Criteria

Award Criteria – bids (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

Award to One Offerer (JANUARY 2006): Award will be made to one offeror.

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

VII. TERMS AND CONDITIONS

A. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

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

BANKRUPTCY (JANUARY 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JANUARY 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the Procurement Services Office.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g.,

11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)

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

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

DISPUTES (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JANUARY 2006). Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from

another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

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

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The state of South Carolina, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

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

NOTICE (JANUARY 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the State.

PAYMENT (JANUARY 2006): (a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by Winthrop University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The State will consider the contractor to be the sole point of contact with regard to contractual matters.

PUBLICITY (JANUARY 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JANUARY 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this solicitation is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by Winthrop University. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

SURVIVAL OF OBLIGATIONS (JANUARY 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JANUARY 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Procurement Services Office provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of South Carolina.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the State without the required thirty (30) days advance written notice, then the State shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the State reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

THIRD PARTY BENEFICIARY (JANUARY 2006) This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JANUARY 2006) The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

B. Special Terms and Conditions

CHANGES (JANUARY 2006):

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

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

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

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

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

CONTRACTOR'S OBLIGATION – GENERAL (JANUARY 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT (JANUARY 2006):

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

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

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

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

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

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

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

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause.

The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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

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

PRICE ADJUSTMENTS (JANUARY 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (JANUARY 2006):

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

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (January 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent twelve (12) months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for

services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICE ADJUSTMENTS – LIMITED BY PPI (JANUARY 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent twelve (12) months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICING DATA – AUDIT – INSPECTION (JANUARY 2006) [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

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 expire no than the last date stated on the final statement of award. **One (1) Year Contract With Four (4) Additional One (1) Year Renewal Periods. One (1) Year Contract With Four (4) Additional One (1) Year Renewal Periods. Contract Term: The Initial Contract Period will be from October 21, 2009 through October 20, 2010. The Maximum Contract Period will be from October 21, 2009 through October 20, 2014.**

**OFFICE/SERVICE CENTER INFORMATION
(ALL CONTRACTORS MUST PROVIDE THIS INFORMATION)**

OFFICE/SERVICE CENTER ADDRESS:

OFFICE/SERVICE CENTER TELEPHONE NUMBER:

OFFICE/SERVICE CENTER MANAGER OR SUPERVISOR CONTACT PERSON:

(Note: This page must be returned with offeror's bid)

VIII. BIDDING SCHEDULE/COST PROPOSAL

Item	Quantity	Unit Of Measure	Description	SC End Product Preference (check if appropriate)	US End Product Preference (check if appropriate)	Unit Price	Extended Price
1.	12	MONTHS	PEST CONTROL SERVICES FOR WINTHROP UNIVERSITY			\$	\$

The following additional information is required to be submitted as part of this solicitation.

PRICE PER SQUARE FOOT for addition/deletion of buildings _____

UNIT PRICES PER TREATMENT

1. Snakes (per snake) _____
2. Bats (per bat) _____
3. Moths (per treatment) _____
4. Fire Ant Nest (10 sq.ft. area) _____
5. Bedbugs (per 100 sq.ft.) _____
6. Fleas (per 100 sq.ft.) _____
7. Lice (per 100 sq.ft.) _____
8. Paper Mites (per 100 sq.ft.) _____
9. Flies (per 100 sq.ft.) _____
10. Cats (per cat) _____

**WINTHROP UNIVERSITY
PEST CONTROL SERVICE REPORT**

SERVICE REPRESENTATIVE: _____

DATE: _____

TIME: _____

AREAS SERVICED (Check Below):

_____ Cafeteria Dining Area
_____ Office Area
_____ Kitchen

_____ Bathrooms
_____ Storage Rooms
_____ Other (specify) _____

CONDITIONS FOUND (Check Below):

_____ Roaches
_____ Silverfish
_____ Fleas
_____ Fire Ants

_____ Wasps & Bees
_____ Mites
_____ Waterbugs
_____ Ticks

_____ Ants
_____ Rodents
_____ Fruit Flies
_____ Lice

Other (Specify) _____

CHEMICALS:

TYPE SERVICE CALL (Check One):

_____ Regular

_____ Special

_____ Follow-Up

COMMENTS/SUGGESTIONS: _____

**Building Supervisor
Representative Signature**


**Cafeteria Manager
Signature**

**Other
Signature**

Service Technician Signature

Date

IX. Attachments to Solicitation

	<p>STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING</p>	<p>I-312 (Rev. 5/7/04) 3323</p>
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The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
- Name: _____
- Address: _____

- Receiving Rentals or Royalties From: _____
- Name: _____
- Address: _____

- Beneficiary of Trusts and Estates: _____
- Name: _____
- Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):

<input type="checkbox"/> The South Carolina Secretary of State or	
<input type="checkbox"/> The South Carolina Department of Revenue	

Date of Registration: _____

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

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

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

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

(Seal)

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

If Corporate officer state title:	

(Name - Please Print)

Mail to: The company or individual you are contracting with. _____

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code 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.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: **<http://www.sctax.org>**

INCOME TAX CREDIT!!

Reference: SC §12-6-3350 – Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a **South Carolina** state contract. The credit is limited to a maximum of \$50,000 annually. A taxpayer is eligible to claim the credit for 10 taxable years beginning with the taxable year in which the credit is first claimed. After the above 10 taxable years, the taxpayer is no longer eligible for the credit regardless of whether or not the taxpayer claimed the credit in a year subsequent to the year in which the credit was first claimed.

The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

SC Department of Revenue
Research and Review
Phone: (803) 898-5786
FAX: (803) 898-5888

References: SC §11-35-5010 – Definition for Minority Subcontractor
SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms

The subcontractor must be certified as to the criteria of a “Minority Firm” by the Governor’s Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to:

Governor’s Office of Small and
Minority Business Assistance
Phone: (803) 734-0657
FAX: (803) 734-2498

OFFEROR'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the heading entitled: foia bidding instructions, submitting confidential information. do not mark your entire bid as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!

Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

Make sure your bid includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

Make sure your bid includes the number of copies requested.

Check to ensure your bid includes everything requested!

Check again to ensure your bid includes everything requested!

If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid conference or a question & answer period, raise your questions as a part of that process! Please see bidding instructions and any provisions regarding pre-bid conferences.

This checklist is included only as a reminder to help bidders avoid common mistakes.

Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.

THIS IS THE END OF THIS DOCUMENT