D H E C
PROMOTE PROTECT PROSPER
South Carolina Department of Health
and Environmental Control

BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES
2600 Bull Street
Columbia, SC 29201-1708
Telephone: (803) 898-3501 Fax: (803) 898-3505
http://www.scdhec.net/procurement

REQUEST FOR PRICE QUOTATION THIS IS NOT AN ORDER

Quotation must be received by Date: January 7, 2009 Time: 2:30 p.m. E.T.	Mail or fax quotation to above address to ATTN.: James C. Jackson	Solicitation number: RFQ-35306-01/07/09-JCJ	Date issued: December 17, 2008

Description: To establish a contract to provide complete and efficient janitorial services for Region 6 Environmental Quality Control /OCRM Office, 927 Shine Ave. Myrtle Beach, SC 29577.

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

MUST BE SIGNED TO BE VALID

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the prices quoted.

Authorized Signature	Printed Name		Date Signed
Company			Social Security or Federal Tax Number
Mailing Address			Area Code and Phone Number
City	State	Zip Code	Toll Free Phone Number
E-mail Address			Fax Number

Any amendments to this solicitation will be posted at http://www.scdhec.net/procurement

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

PURPOSE and SCOPE OF WORK: To establish a contract to provide complete and efficient janitorial services for Region 6 Environmental Quality Control /OCRM Office, 927 Shine Ave. Myrtle Beach, SC 29577.

SPECIAL CONDITIONS

1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder.
2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by January 7, 2009 by 2:30 p.m. E.T.
3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **INVOICING:** Invoice must be itemized and sent to:
   S.C. Department of Health and Environmental Control
   Finance Division
   2600 Bull Street
   Columbia, SC 29201-1708.
5. **CONTACT PERSON:** The contact person for this solicitation is:
   James C. Jackson, Procurement Services Division
   Bureau of Business Management
   (803) 898-3472
6. **CONTRACT PERIOD:** Five Years from Effective Date of Purchase Order
   The above date reflects the maximum allowable contract period. See Option to Extend Clause for the initial period.
7. **CONTRACT TERM/OPTION TO EXTEND:**
   INITIAL CONTRACT PERIOD: One Year from Effective Date of Purchase Order. A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed four (4) additional one (1) year periods. Either party may elect not to extend this contract on the anniversary date; DHEC's Division of Procurement Services must be notified in writing at least ninety (90) days prior to the anniversary date.
8. **PRICE INCREASE:** Any request for price increase must be submitted to DHEC Division of Procurement Services at least 90 days prior to the anniversary date of the contract. Price increases will only become effective if agreed to in writing by the Division of Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the procurement officer.

SITE VISIT IS NOT MANDATORY, BUT IS STRONGLY RECOMMENDED.
Appointment for site visit may be made by contacting: Janice Brown at (843) 238-4378. Site visit is highly recommended. All questions regarding this solicitation must be addressed to James C. Jackson, Procurement Officer, SC DHEC. The Procurement Officer is the only official contact person regarding any aspect of this solicitation. Any and all official modifications to the specifications of this bid solicitation must be issued by the Procurement Officer.

I certify that I have visited the job site. (Return This Page With Your Bid Response)

Person(s) attending _____
Date _____
Signature of person _____

SPECIFICATIONS:

The building contains 11,265 square feet, Carpet and Tile Floors, 5 Restrooms (shower in one), 2 Conference Room, 1 Lab, 30 Offices, 1 Lobby, 1 Break Room, 1 Small Waiting Room, and 2 File Storage Rooms, Hallways.

The DHEC contract coordinator and/or designee will inspect the premises on a random basis to assure that services are properly provided.

The Contractor will provide all cleaning supplies, to include, toilet tissue, paper towels, soap, and Can Liners.

1.0 TWICE PER WEEK CLEANING SCHEDULE

General Cleaning: Cleaning will be done **(After 5:00 p.m.)** on Wednesday's and Friday's

1.1 Dust everything (chairs, desks, tables, counters and furniture).

1.2 Empty all trash cans (wash if needed). After trash cans are cleaned, use fresh plastic cans liners.

1.3 Collect all materials clearly marked with the word "Trash".

1.4 Deposit all trash and boxes in dumpsters or other areas designated for that purpose

1.5 Spot clean all interior horizontal and vertical surfaces.

1.6 Sweep and damp mop all uncarpeted floors and mats (including stairwells, offices, and entrance areas). All floors must be kept clean, dirt free and trash free. Spots or stains will be removed immediately (spray buff, if necessary).

1.7 All carpet shall be thoroughly vacuumed. "Thoroughly vacuumed" is defined as vacuuming all exposed carpet, i.e., under chairs, tables, desk etc.

1.8 Clean break room area (sink, refrigerator exterior, drinking fountain and molding) and shine all chrome fixtures.

1.9 Clean glass surfaces including entrance areas and glass partitions.

2.0 SEMI-ANNUAL CLEANING: *(10:00 a.m. – 5:00 p.m.)

2.1 Wax and buff all floors.

2.2 Clean windows inside & outside

3.0 RESTROOM MAINTENANCE

3.1 Replenish all restroom supplies. The vendor must furnish sufficient quantities to last all day, including replenishment during the day if necessary.

3.2 Sweep floor and wet mop with disinfectant cleanser or scrub with soap and water in order to keep the floor clean and sanitary.

3.3 Wash and sanitize toilets, seats and urinals.

3.4 Clean sinks and mirrors

3.5 Damp wipe and polish all chrome surfaces, fixtures and mirrors

3.6 Dust and or wash all walls, ledges, grills and partitions to keep dust free, dirt free, and clean.

SPECIAL CONDITIONS:

1. NO PRICE INCREASES WILL BE CONSIDERED OR ACCEPTED AFTER BID OPENING. Price protection shall exist until the end of the initial contract period.

2. Energy Clause: If mandatory energy conservation measures are applied to state facilities, the contractor will be expected to alter the work schedule procedures as required for compliance. When the measures are lifted, the contractor will then be required to bring the facilities back up to previous standards within a reasonable period of time, which will be determined by the contact person listed in the bid. Upon written

3. request from DHEC, the contractor will comply with energy conservation requirements initiated by the State Government.

4. Contractor Employee Policy: The contractor agrees to be responsible for and shall provide general supervision of all employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work.

5. Employee Rules: The contractor shall ascertain that all employees abide by the following rules:

   A. Wear a badge, distinct uniform, T-shirts or sweatshirts with company logo will be acceptable, at all times while on the premises.

   B. Be physically able to perform their assigned work.

   C. Be of good integrity and character.

   D. Do not disturb any papers, boxes, or other materials, except that in trash receptacles, or designated areas for trash or unless material is properly identified as trash.

   E. Report any property loss or damage to their supervisor immediately. The supervisor shall report such damage, within 24 hours, to the contracting agency in writing specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. See item #6 Liability.

   F. Do not open drawers, file cabinets or use any telephone (except pay phone), computer or other electronic communication device except when permission is granted by division of personnel.

   G. Do not leave keys in doors or admit anyone into building or any office that is not a designated employee of the contractor. All doors which were locked upon entry will be immediately re-locked.

   H. Do not clean or move copy machines, or other office machines except when specifically requested by the contracting agency.

   I. Do not remove any article or materials from the premises, regardless of its value or regardless of any employee's permission. This is to include the contents of any item found in trash container in and around the premises. Trash items are to be placed in dumpsters or trash can designated for that purpose.

   J. Do not engage in idle or unnecessary conversation with DHEC employees, tenants, or visitors to the building.

   K. Abide by rules and regulations set forth by DHEC which affect the performance of the work. Employees shall comply with all security policies and procedures of the Agency.

   L. Upon written request of the contracting agency to the contractor, any contractor's employee who fails to abide by these or other rules established by the contracting agency will be terminated and replaced.

   M. Be free from all communicable diseases. All employees shall maintain good personal hygiene.

   N. Be able to speak and understand English.

6. **Liability:** The contractor shall assume liability for damage or loss resulting from the wrongful act (s) and/or negligence of his employees while they are on premises. The contractor or his insurer shall reimburse the contracting agency for any such damage or loss within 30 days after a claim is submitted.

7. **Insurance:** The contractor shall obtain and furnish to DHEC's Division of Procurement Services, within ten (10) days after notification of contract award, certificates for the following insurer's coverage:

General Liability

Bodily Injury, Single Occurrence..... $300,000.00
Bodily Injury, Aggregate..... $300,000.00
Property Damage, Single Occurrence.....$100,000.00

Excess Liability

Aggregate..... $1,000,000.00
Workers Compensation and Employers Liability $1,000,000.00

All insurance shall remain in effect for the duration of this contract, including extension, Insurance and/or bond shall be secured from companies licensed to do business in the state of South Carolina and shall be countersigned by a licensed resident agent authorized to conduct business in South Carolina. All certificates of insurance shall provide that the company will give the contracting agency fifteen (15) days written notice prior to any cancellation or change in the stated coverage of any such insurance.

8. **Laws:** The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and local agencies having jurisdiction. This shall include but not limited to minimum wages, labor and equal employment opportunity laws.

9. **Utilities:** DHEC will provide the contractor with all normal utilities necessary for performing this contract (electricity, lights, water, etc.).

10. **Storage:** The contractor will be responsible for the storage of the supplies and equipment. Since there is an insufficient amount of storage space at the DHEC, storage will not be provided.

11. **Financial Responsibility:** By submission of bid, the contractor agrees to maintain the proper financial responsibility to its employees. Failure to maintain sufficient funds in financial institutions to meet its financial responsibility to it employees is grounds for cancellation of this contract.

12. DHEC reserves the right to terminate any contract where the contractor is unable to meet payroll demands or where payroll checks are returned due to insufficient funds.

13. **Vendor Default:** In case of default or failure to provide services as required by the specifications herein, DHEC reserves the right to cancel the contract. Also, the DHEC reserves the right to purchase any and all goods or services in default on the open market, charging the defaulted contractor with any additional cost incurred to make the goods or services available to the user. **SHOULD SUCH CHARGES BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGES HAVE BEEN SATISFIED.**

14. **Work Conference:** For the first sixty (60) days of the contract, the contractor will meet with the contract coordinator and/or designee on a bi-monthly basis. Thereafter, at least every 30 days, the contractor will meet with the contract coordinator for a conference and tour to evaluate the performance of the contract.

15. **Minimum Wage:** In the event of federal minimum wage increase, the contract price will be subject to renegotiations. No changes will be made without approval in writing of both parties to the contract. The contractor will be granted such an increase provided sufficient documentation is given to support the increase.

16. CONTRACT SERVICE SPECIFICATION
General Requirements: The contractor will furnish labor, supervision, cleaning supplies, cleaning products, and equipment to perform these services in a manor that is satisfactory to the contracting agency.

The contractor shall correct all complaints and honor special requests for services within a reasonable time period. All complaints, both major and minor, shall be investigated during the same working day. Any complaint which cannot be corrected during the same working day or which is considered unreasonable or which cannot be dealt with will for reasons beyond the contractor's control shall be specifically reported

to the DHEC's contract monitor.

17. **Warranty:** The contractor warrants to the agency that all work performed as a result of this bid and specifications will be performed in a professional manner.

18. **Acceptance Evaluation and Quality Assurance:** The services provided will be subject to inspection by DHEC's contract monitor. All work not in accordance with specifications will be handled as indicated herein.

19. **Delivery and Payment:** payment for services rendered under quarterly and of annual maintenance will be made on the final completion of each task which is required and after approval by the contract coordinator and/or designee.

BIDDING SCHEDULE:

INDICATE BELOW YOUR BID FOR THE JANITORIAL SERVICES CONTRACT DESCRIBED IN THIS SOLICITATION:

MONTHLY JANITORIAL CHARGE: $_____

TOTAL ANNUAL/YEARLY CHARGE: $ _____

PROCUREMENT PREFERENCES FOR SOUTH CAROLINA VENDORS AND PRODUCTS

South Carolina Resident Vendor Preference

This following information explains the actions to be taken when applying for the South Carolina resident vendor preference.

Resident vendor as defined by Section 11-35-1524 of the SC Consolidated Procurement Code: A vendor is considered to be a resident of this State if the vendor is:

(a) an individual, partnership, association, or corporation that is authorized to transact business within the State,

(b) maintains an office in the State,

(c) maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or 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.

TO MAKE CLAIM FOR THIS PREFERENCE IN THE AWARD OF THIS BID, THE PERSON SIGNING THE BID MUST PLACE THEIR INITIALS HERE:_____.

*ADDRESS & PHONE NUMBER OF S.C. OFFICE. (MUST BE COMPLETED IF MAKING CLAIM)

_____

PHONE#_____

SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE

(Product preference does not apply to services.)

By signing bid and checking the appropriate space(s) provided and **identified on the bid pricing schedule**, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or the United States.

EXCEPTIONS TO PREFERENCES

Exceptions. This section shall not apply (1) to any procurements conducted under Article 9 of the Code, (2) to any prime contractor or subcontractor providing materials or services relating to permanent improvements to real estate, (3) to any solicitation, bid, offer, or procurement when the price of a single unit of the end-product is more than $30,000 whether or not more than one unit is bid or offered, (4) to any solicitation, bid, offer or procurement where the contract award is less than $10,000, or (5) to any solicitation conducted under Section 11-35-1530 of the Code.

DHEC Confidentiality Agreement

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC employees, clients, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees, clients and other citizens will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law or as required to perform agency responsibilities. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act and other state and federal laws may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants, DHEC employees, or members of the public, such as names, social security numbers, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification. I will immediately report any unauthorized disclosure of protected health information or other confidential information as required by DHEC Policy, or as required by terms in any contract or agreement with DHEC to which I am a party.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: _____ Date: _____

Witness: _____ Date: _____

Work Location: _____

DHEC 321 Rev 3/2007

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ

INSTRUCTIONS TO BIDDERS

DISCUSSIONS AND NEGOTIATIONS: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085.
5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
6) Submit your signed RFQ on this form.
7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
11) **Correction of errors on this RFQ form:** 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 quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
13) **Failure to respond** to three consecutive RFQ□s may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgement shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested

herein.

17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.
20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
25) **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 the public enemy, acts of the Government 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 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 required delivery schedule(s).
26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are

endorsed or preferred by DHEC or user.

28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
29) **Affirmative Action:** The successful bidder 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.
30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
36) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
39) **Confidentiality Policy**: The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
41) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
    a. Obtain <u>written assurance</u> that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be

provided by the contractor at the contractor's expense. (This includes SC State General Services employees).

b. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.

c. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.

42) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.

43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

44) **FOB Destination**: All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.

45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.

46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.

47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.