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GRANT GILLESPIE
EXECUTIVE DIRECTOR

Decision Request to Cancel Award

Matter of: East Coast Dry Cleaning Equipment, Inc.

File No.: 2021-135

Posting Date: April 5, 2021

Contracting Entity: The Citadel

Solicitation No.: IFB 21016-SB

Description: Commercial Dry Cleaning and Laundry Equipment

DIGEST

Request to cancel award before performance granted where agency failed to follow procedures set forth in the solicitation for making award.

AUTHORITY

Per S.C. Code Ann. §§ 11-35-1520(7) & 4210, and Reg. 19-445.2085(C), the Chief Procurement Officer (CPO) conducted an administrative review of protest and a request to cancel an award or intent to award prior to performance. The Citadel's request is attached as Exhibit A and incorporated herein by reference.

BACKGROUND

This procurement is a solicitation for vendors to supply and install dry cleaning and laundry equipment. [Exhibit B]. The solicitation provided for award by equipment type raising a strong possibility of multiple awards. By the date for receipt of bids, The Citadel received three bids. [Exhibit C] On March 22, 2021, The Citadel sent all bidders a Notice of Intent to Award a contract to East Coast Dry Cleaning Equipment, Inc. (East Coast) for all the equipment. [Exhibit D]

This procurement is subject to the resident vendor preference provisions of S.C. Code Ann. §11-35-1524. The solicitation set forth these requirements noting that the preference would apply per line item. However, in deciding the award, The Citadel only applied the preference after summing all line items. This resulted in a single award to East Coast. Shortly after sending out the Notice of Intent to Award, The Citadel realized its mistake and sent a notice to all bidders telling them to disregard the Notice of

Intent to award “as this was sent in error prior to the application of the State’s resident vendor preference rules.” [Exhibit E]

After receiving the notice of mistake and notice that Frontier Laundry Equipment (Frontier) would receive part of the award under the corrected Notice of Intent to Award, East Coast sent the CPO an email via the email address for protesting. [Exhibit F] It is not clear whether East Coast email is an actual protest or pointing out problems with the solicitation. East Coast’s email questions the ability of Frontier to meet all requirements of the solicitation but primarily raises concerns about the solicitation requirements, the bidding schedule, the second Notice of Intent to Award, and performance issues for both awardees that will result.¹ However, to the extent that East Coast’s email attempts to protest the solicitation, it is untimely since East Coast submitted it to the CPO more than 15 days after the issuance of the solicitation per S.C. Code Ann. §11-35-4210(1)(a).

At some point, either on the 22d or 23d of March, The Citadel sent out a second Notice of Intent to Award.² [Exhibit G] This notice awarded some of the equipment to Frontier and the remaining equipment to East Coast. Subsequently, The Citadel realized that it failed to comply with the Consolidated Procurement Code’s (Code) requirements for cancellation of the first Notice of Intent to Award. On March 24, 2021, The Citadel sent the CPO a request to cancel the first Notice of Intent to Award due to administrative error. [Exhibit H]

The S.C. Code Ann. § 11-35-1520(7) authorizes the cancellation of awards or contracts after award but before performance in accordance with regulations promulgated by the Board. Regulation 19-445.2085(C) authorizes cancellation of an award prior to performance reading:

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, **if the Chief Procurement Officer determines** in writing that:

- (1) Inadequate or ambiguous specifications were cited in the invitation;
- (2) Specifications have been revised;
- (3) The supplies, services, information technology, or construction being procured are no longer required;

¹ East Coast raises legitimate concerns about installation requirements in the solicitation and what The Citadel’s Laundry manager told potential bidders they should include in their bids regarding installation costs. The Procurement Manager has advised the CPO that what East Coast alleges concerning the installation requirements is accurate. The solicitation does not call for infrastructure upgrades but, to the contrary, suggests that infrastructure upgrades are unnecessary. However, an examination of the record makes clear that East Coast and Frontier had a common understanding that infrastructure upgrades were to be included in their bid price.

² It is not clear when The Citadel sent bidders this second Notice. Was it before East Coast’s email or after? The date for posting this notice on The Citadel’s website is the 23d of March but East Coast’s email of the 22d indicates that it already had Notice of the intended awardees under this notice. This lack of clarity about when The Citadel provided notice to bidders is strengthened by the fact that, while The Citadel sent the first Notice of Intent to Award to bidders, it never posted the first notice.

- (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;
- (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
- (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
- (7) Administrative error of the purchasing agency discovered prior to performance, or
- (8) For other reasons, cancellation is clearly in the best interest of the State.


[emphasis supplied]

While the authority to cancel awards and solicitations should be exercised carefully and sparingly, the Code and Regulations authorize the CPO to cancel an award of a contract before performance begins, when a compelling reason exists and one or more of the grounds listed in the Regulation are present. Cancellation is warranted where, as here, the award violates the explicit language of state law requiring application of a resident vendor preference. For the reasons set forth above, the award to East Coast violated the vendor preference statute and the award provisions of the solicitation. Therefore, it was administrative error for The Citadel to award the entirety of the contract to East Coast. Moreover, The Citadel discovered this error before performance by East Coast.

With respect to the second Notice of Intent to Award contracts to both East Coast and Frontier, that notice is likewise cancelled, as it is null and void and was so from the instant The Citadel issued it. The Citadel lacked authority to cancel the first notice and therefore lacked authority to issue the second notice. Only the CPO can cancel an award or intended award once it is posted or sent out to bidders.

DECISION

For the foregoing reasons, the CPO hereby cancels both The Citadel's Notice of Intent to Award a contract to East Coast and the Notice of Intent to Award a contract to Frontier and East Coast, and remands this matter back to The Citadel to proceed in accordance with Code.



John St. C. White, PE
Chief Procurement Officer for Construction

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised May 2020)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2020 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Exhibit A

From: [Steven Jennings](#)
To: [Protest-MMO](#)
Cc: [Scott Brechtel](#)
Subject: [External] RE: IFB 21016-SB Intent to Award-CORRECTED
Date: Monday, March 22, 2021 4:50:49 PM

Scott

Thank you for the email.

I have spoken to Sankosha USA. President, Wes Nelson, he has informed me that Frontier is not a authorized dealer for Sankosha.

Warranty and service is handled through Sankosha Corporate Office in Chicago. Not sure if they could even fulfill the order.

Corporate 847-427-9120

Wes Nelson direct cell 815-451-2175

He is aware of the situation and is concerned that someone is misrepresenting themselves as a dealer for Sankosha.

As for the installation of all equipment. We came up for a cite evaluation. Upon inspection we noticed your main header line was old and showed signs of pipe deterioration. This main header piping should be replaced to insure a safe work place. The beginning signs of leaks is noticeable through out the main header line. This cost is substantial in the scheme of the install.

If we hook up to the existing header line with new more efficient production layout the new drops will not line up. I am not sure the other bidders are follow the same description the Citadels Laundry manager requested. If the Citadel does not wish to re pipe the main header then we would like to be able to re bid accordingly. The electrical also needs to be upgraded in the pressing area with 220/1ph electrical. I apologize for any confusion and if you need a more detailed description I would more than happy to elaborate.

We took the total install cost and divided it by the number of items on the quote. There was no clear way to assign an individual per item price involving the additional electrical and new header line cost. The Miele machines also require additional electrical and venting stacks for dryers.

I was under the assumption that this was a total bid and not an individual item bid. I can rework the bid on a per item bases if I am still able to.

I want to make sure the header line is being addressed by other bidders. There is a substantial cost involved. As well as the electric for the new pressing equipment. 220/1ph.. You currently have 110/1ph electric that will not be sufficient to run the new presses.

East Coast has been a master distributor for Sankosha for 17 years. We stock parts and pads at our warehouse in Florida. We also have a former 10 year factory trained technician that works for East Coast for the past 7 years. He is in charge of all start up, training and preventative maintenance Contract we provided in our original contract.

I apologize for the confusion in regards to the bid break down. East Coast would like the opportunity to clarify and correct the individual price per item With regards to the install.

Please confirm the install for the laundry presses is including the main header line being replaced. As well as the 220/1ph electrical.

We can submit the update proposal immediately if possible.

Thank you for you attention to this matter.

Sincerely
Steve Jennings, President

From: Scott Brechtel <sbrechte@citadel.edu>
Sent: Monday, March 22, 2021 2:44 PM
To: Steven Jennings <steven@eastcoastdrycleaningequipment.com>
Subject: IFB 21016-SB Intent to Award-CORRECTED

Steve,

The SC preference law was incorrectly applied as though this was going to be a single lot award and not applied as required at the line item level prior to distributing the earlier Intent notice, but the attached notice has the award made at the line item level, taking into account the SC preference. This will be posted to the website tomorrow.


As the result of awarding by line item, East Coast Dry Cleaning is the low bidder for three of the eight items solicited.

I will reach out after the protest period closes to put you in touch with the folks in Laundry to arrange the delivery and installation schedule. I have your insurance information, but please

also complete the attached Vendor Information Form and Drug-Free Certification so that I can have Frontier set up in our ERP system.

Thank you for your patience.

Scott Brechtel, CPPO
Director of Procurement
The Citadel
171 Moultrie Street
Charleston, SC 29409
843-953-2737
sbrechte@citadel.edu

 THE CITADEL	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	Invitation for Bids IFB 21016-SB March 3, 2021 Scott Brechtel, CPPO 843-953-2737 sbrechte@citadel.edu
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DESCRIPTION: The Citadel seeks to solicit bids for commercial dry cleaning and laundry equipment for installation in the Laundry Services building on campus.

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS	
MAILING ADDRESS:	PHYSICAL ADDRESS:
The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston, SC 29409	The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston SC 29409

SUBMIT OFFER by: **Wednesday, March 17, 2021 at 2:00 PM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) paper copy and One (1) electronic copy on a thumb drive or CD**

QUESTIONS MUST BE RECEIVED BY: **Tuesday, March 9, 2021 at 2:00 PM** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, "IFB21016-SB Questions"

CONFERENCE TYPE: N/A DATE & TIME: (As appropriate, see "Conferences- Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: N/A
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AWARD & AMENDMENTS	Award is expected to be posted by Wednesday, March 24, 2021 . The award, this solicitation, any amendments and any related notices will be posted at the following web address: https://scbo.sc.gov/search
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<p>You MUST submit a signed copy of this form with Your Offer. By signing, 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. (See "Signing Your Offer" provisions.)</p>	
NAME OF OFFEROR (Full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
TAXPAYER IDENTIFICATION NO.	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation)</small>

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

Rev 06/2020

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) <div style="border-top: 1px solid black; display: flex; justify-content: space-between; margin-top: 10px;"> Area Code - Number - Extension Facsimile </div> <div style="border-top: 1px solid black; margin-top: 5px;"> E-mail Address </div>
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <div style="border-top: 1px solid black; display: flex; justify-content: space-between; margin-top: 10px;"> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) </div>	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <div style="border-top: 1px solid black; display: flex; justify-content: space-between; margin-top: 10px;"> <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) </div>
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]</p>
<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C) (1) (i) & (ii)) or the Resident Contractor Preference (11-35-1524(C) (1) (iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).</p> <div style="border-top: 1px solid black; display: flex; justify-content: space-between; margin-top: 10px;"> <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (check only one) </div>

PAGE TWO (SEP 2009)

End of PAGE TWO

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions 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 Solicitation**

I. SCOPE OF SOLICITATION

The Citadel seeks to solicit bids for commercial dry cleaning and laundry equipment for installation in the Laundry Services building on campus. The successful bidder will be responsible for removal of existing equipment and installation of the new equipment. All old equipment will be moved from the Laundry location to the on-campus Warehouse.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover

Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Term Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Term Contract.”

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.citadel.edu/root/procurement-vendors/solicitations> (b)

Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

[02-2A005-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015): The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract. [02-2A030-3]

AUTHORIZED AGENT (FEB 2015): All authority regarding 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 or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or 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. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed. [02-2A015-1]

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

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER

YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

(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), Offeror 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.

[02-2A035-1]

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

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

(FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): 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. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015): 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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the

Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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

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

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 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". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] 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. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)] (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070]. (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. (f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual

authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004): 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.sccmd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and

employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER MODIFICATION (MODIFIED): If you must submit a paper modification the following instructions apply. (a) 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). (b) (1) All copies of the modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. 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. 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. 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. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

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

B. SPECIAL INSTRUCTIONS

OFFERING BY ITEM (JAN 2006): Offers may be submitted for one or more items. [02-2B085-1]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled

in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference.

(3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST - CPO - MMO ADDRESS (JUN 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 803-737-0639 or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The Citadel's Laundry Services Department is in the process of replacing several pieces of its dry cleaning and laundry equipment with the below items being sought through this solicitation. The exact items listed below have been selected to fit the infrastructure and space limitations that currently exist on campus. Every piece of equipment sought through this IFB will be replacing a similar piece of equipment that already is in place and will need to be removed from the Laundry building.

The awarded contractor(s) will be responsible for delivery and installation of the new equipment so all unit prices bid for each item must include all delivery and installation fees. Existing equipment that is being replaced will need to be removed from the Laundry facility and moved to the on-campus Warehouse; bid amounts for each item must also take this into consideration and include costs for this equipment move as well.

This is a brand and model specific IFB and only the exact manufacturers and model numbers listed will be considered for award; NO substitutions will be considered.

Sankosha Double Topper Press, Model #AHP-336U	Quantity: 5
Sankosha Hot Head Dry Cleaning Press, Model #HDP-221TU	Quantity: 5
Sankosha Utility Legger Press, Model #HDP-610TUV2	Quantity: 5
Sankosha Linen Press, Model #AHP-654U	Quantity: 5
Sankosha Double Collar/Cuff Vacuum Type Press, Model #LP-685U	Quantity: 1
Sankosha Spotting Board, Model #SR-200U	Quantity: 2
Miele Steam Heated Dryer, 90lb capacity, Model #PT 8807	Quantity: 6
Miele Steam Heated Washer, 70lb capacity, Model #PW 6321	Quantity: 6

The below figures display the layout and spacing of how the new equipment will be laid out in the Laundry facility. Existing equipment is NOT currently laid out in this manner.

Figure 1

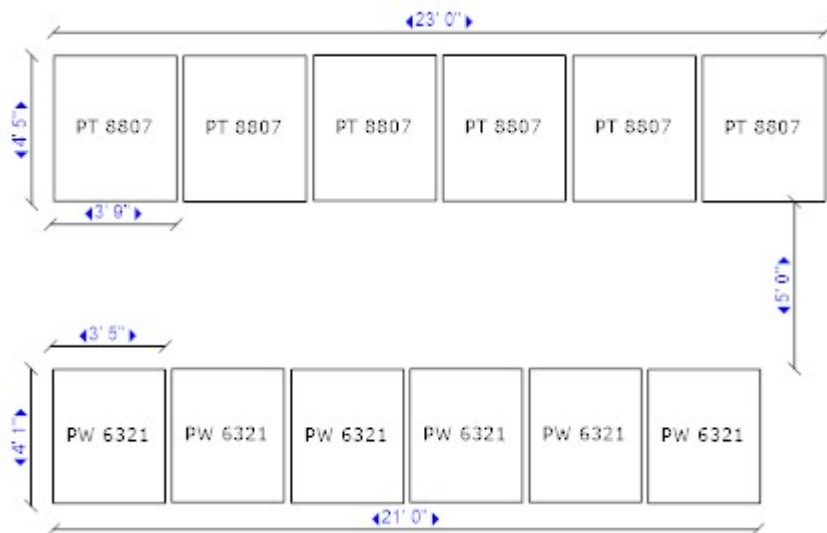
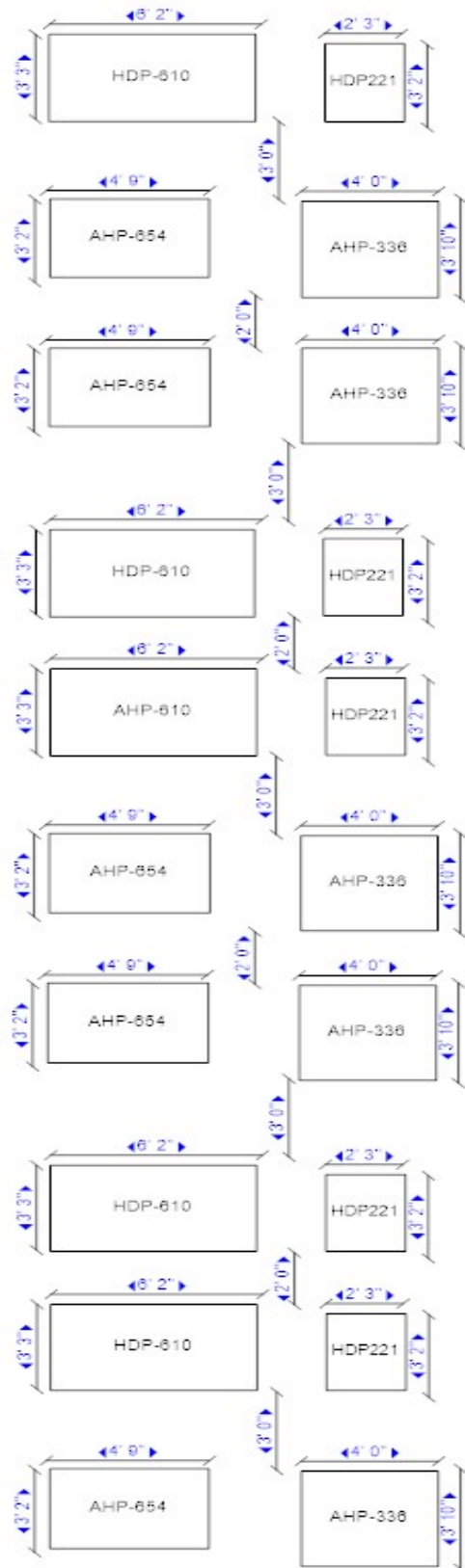


Figure 2



DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

INSTALLATION (JAN 2006): Contractor shall install all items acquired pursuant to this contract as follows: [3-3050-1]

- All equipment shall be installed by the awarded contractor(s) in accordance with all manufacturer's requirements and recommendations.
- Equipment will be placed in the exact locations indicated by The Citadel and the awarded contractor(s) will ensure all installed equipment functions according to manufacturer guidelines.
- All crating/packing and installation material shall be removed from the campus by the contractor.
- All costs of delivery and installation MUST be included in the unit price bid for each piece of equipment.
- Unit cost bid for each item must include the cost of removing existing equipment and moving it to the on-campus warehouse.

QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015): You shall submit a signed Cover Page and Page Two. **If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two.** Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015):

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

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

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>
[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

VI. AWARD CRITERIA

AWARD BY ITEM (JAN 2006): Award will be made by individual item. [06-6005-1]

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror. [06-6035-1]

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015): (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 two (2) 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. [07-7A005-2]

CHOICE-OF-LAW (JAN 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. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

(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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. 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. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 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. [07-7A020-1]

DISPUTES (JAN 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 States 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. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 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. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 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. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 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. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires

the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 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. [07-7A050-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 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. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 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. [07-7A075-1]

TAXES (JAN 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. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 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. [07-7A090-1]

WAIVER (JAN 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. [07-7A095-1]

B. SPECIAL

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015): (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no

owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

DEFAULT (JAN 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. [07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’

compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 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. Section 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. Section 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 Section 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. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

WARRANTY – ONE YEAR (JAN 2006): Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE/COST PROPOSAL

REMINDER: UNIT COST MUST INCLUDE ALL CHARGES FOR DELIVERY, INSTALLATION, REMOVAL OF OLD EQUIPMENT, and RELOCATION OF OLD EQUIPMENT TO THE ON-CAMPUS WAREHOUSE.

Part #	Description	Quantity	Unit Cost	Extended Cost
AHP-336U	Sankosha Double Topper Press	5		
HDP-221TU	Sankosha Hot Head Dry Cleaning Press	5		
HDP-610TUV2	Sankosha Utility Legger Press	5		
AHP-654U	Sankosha Utility Linen Press	5		
LP-685U	Sankosha Double Tensioning Collar & Cuff Press	1		
SR-200U	Sankosha Spotting Board	2		
PT 8807	Miele 90lb Capacity Dryer, Steam Heated	6		
PW 6321	Miele 70lb Capacity Washer, Steam Heated	6		
			TOTAL	

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

APPENDIX A: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND AFFIDAVIT INCOME TAX WITHHOLDING

APPENDIX B: OFFEROR'S CHECKLIST

APPENDIX A

Instructions for Non-Resident Taxpayer Registration

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

SC FORM I-312

Access the form via the link below:

[NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT I-312](#)

INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresidents Must Complete and Return Form with Offer

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

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.

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 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.

APPENDIX B

Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

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

Exhibit C

US End Product = 2%	Resident Vendor = 7%	Resident + SC = 10%							
SC End Product = 7%	Resident + US = 9%								
IFB # 21016-SB Laundry Equipment									
Vendor Name	Tax ID	Preference	Preference %	Item	Quantity	Unit Cost	Extended Cost	Preference Unit Cost	Preference Extended Cost
Consolidated Laundry	57-0484691	RV	7	Topper Press	5	\$ 8,156.25	\$ 40,781.25	\$ 7,585.31	\$ 37,926.56
		RV	7	Hot Head Press	5	\$ 8,325.00	\$ 41,625.00	\$ 7,742.25	\$ 38,711.25
		RV	7	Legger Press	5	\$ 9,075.00	\$ 45,375.00	\$ 8,439.75	\$ 42,198.75
		RV	7	Linen Press	5	\$ 9,825.00	\$ 49,125.00	\$ 9,137.25	\$ 45,686.25
		RV	7	Collar & Cuff Press	1	\$ 13,312.50	\$ 13,312.50	\$ 12,380.63	\$ 12,380.63
		RV	7	Spotting Board	2	\$ 4,125.00	\$ 8,250.00	\$ 3,836.25	\$ 7,672.50
		RV	7	Dryer	6	\$ 12,851.25	\$ 77,107.50	\$ 11,951.66	\$ 71,709.98
		RV	7	Washer	6	\$ 19,698.00	\$ 118,188.00	\$ 18,319.14	\$ 109,914.84
				FREIGHT	1	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00
				INSTALLATION	1	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00
				DISPOSAL	1	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
		***did not include freight and installation costs in unit prices as required					\$ 498,584.25		
					Maintenance	Year 1	\$ 28,000.00		
						Year 2	\$ 28,000.00		
						Year 3	\$ 28,000.00		
						Year 4	\$ 28,000.00		
						Year 5	\$ 28,000.00		
Frontier Laundry Equipment	47-1853674	RV	7	Topper Press	5	\$ 10,170.00	\$ 50,850.00	\$ 9,458.10	\$ 47,290.50
		RV	7	Hot Head Press	5	\$ 10,870.00	\$ 54,350.00	\$ 10,109.10	\$ 50,545.50
		RV	7	Legger Press	5	\$ 11,570.00	\$ 57,850.00	\$ 10,760.10	\$ 53,800.50
		RV	7	Linen Press	5	\$ 11,770.00	\$ 58,850.00	\$ 10,946.10	\$ 54,730.50
		RV	7	Collar & Cuff Press	1	\$ 15,670.00	\$ 15,670.00	\$ 14,573.10	\$ 14,573.10
		RV	7	Spotting Board	2	\$ 5,700.00	\$ 11,400.00	\$ 5,301.00	\$ 10,602.00
		RV	7	Dryer	6	\$ 18,800.00	\$ 112,800.00	\$ 17,484.00	\$ 104,904.00
		RV	7	Washer	6	\$ 24,500.00	\$ 147,000.00	\$ 22,785.00	\$ 136,710.00
							\$ 508,770.00	\$ -	\$ 473,156.10
							\$ 233,300.00		
					Maintenance	Year 1	\$ 48,000.00	plus parts	
						Year 2	\$ 54,000.00	plus parts	
East Coast Dry Cleaning	02-0716834			Topper Press	5	\$ 10,169.20	\$ 50,846.00	\$ 10,169.20	\$ 50,846.00
				Hot Head Press	5	\$ 11,454.20	\$ 57,271.00	\$ 11,454.20	\$ 57,271.00
				Legger Press	5	\$ 10,819.20	\$ 54,096.00	\$ 10,819.20	\$ 54,096.00
				Linen Press	5	\$ 11,469.20	\$ 57,346.00	\$ 11,469.20	\$ 57,346.00
				Collar & Cuff Press	1	\$ 14,489.20	\$ 14,489.20	\$ 14,489.20	\$ 14,489.20
				Spotting Board	2	\$ 6,454.20	\$ 12,908.40	\$ 6,454.20	\$ 12,908.40
				Dryer	6	\$ 14,949.20	\$ 89,695.20	\$ 14,949.20	\$ 89,695.20
				Washer	6	\$ 21,339.20	\$ 128,035.20	\$ 21,339.20	\$ 128,035.20
							\$ 232,219.60	\$ -	
					Maintenance	Year 1	N/C	only 1 visit	plus parts
						Year 2	\$ 1,900.00	only 2 visits	plus parts
						Year 3	\$ 1,900.00	only 2 visits	plus parts
						Year 4	\$ 3,800.00	Only 4 visits	plus parts
						Year 5	\$ 3,800.00	Only 4 visits	plus parts

Exhibit D



THE CITADEL

Procurement Services
171 Moultrie Street
Charleston, SC 29409-6500
843-953-2737
procurement@citadel.edu

Intent to Award

Notice Date: March 22, 2021
Solicitation #: IFB 21016-SB
Title: Dry Cleaning & Laundry Equipment

The Citadel awards the contract noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **April 2, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of the offer noted below.

Offeror should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from The Citadel. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Contract Number: N/A
Awarded To: East Coast Dry Cleaning Equipment
2976 Lark Rd.
Palm Springs, FL 33406

Item #1	Topper Press	\$10,169.20/ea	(Qty. 5)
Item #2	Hot Head Press	\$11,454.20/ea	(Qty. 5)
Item #3	Legger Press	\$10,819.20/ea	(Qty. 5)
Item #4	Linen Press	\$11,469.20/ea	(Qty. 5)
Item #5	Collar Press	\$14,489.20/ea	(Qty. 1)
Item #6	Spotting Board	\$6,454.20/ea	(Qty. 2)
Item #7	Dryer	\$14,949.20/ea	(Qty. 6)
Item #8	Washer	\$21,339.20/ea	(Qty. 6)

Total Potential Value: \$464,687.00
Maximum Contract Period: N/A

Right to Protest: If you are aggrieved in connection with the intended award of this contract, you may be entitled to protest, but only as provided in Section 11-35-4210 (1) of the South Carolina Code of Laws.

Any intent to protest or actual protest must be submitted in writing to the Chief Procurement Officer, Materials Management Office

(a) via email to protest-mmo@mmo.sc.gov, or

(b) via USPS or any other carrier to 1201 Main Street, Suite 600, Columbia, SC 29201

DocuSigned by:

0D5C89BFCADA4EC...

Scott Brechtel, CPPO
Director of Procurement Services
The Citadel

Exhibit E

From: [Scott Brechtel](#)
To: [Scott Brechtel](#)
Subject: IFB 21016-SB Intent to Award-PLEASE DISREGARD
Date: Monday, March 22, 2021 1:16:04 PM

Good Afternoon,

Please disregard the previously distributed Intent notice, as this was sent in error prior to the application of the State's resident vendor preference rules. A corrected Intent to Award will be sent later today or tomorrow.

I apologize for any inconvenience.

Scott Brechtel, CPPO
Director of Procurement
The Citadel
171 Moultrie Street
Charleston, SC 29409
843-953-2737
sbrechte@citadel.edu

Exhibit F

From: [Protest-MMO](#)
To: [MMO - Procurement](#); [Shealy, Voight](#); [Skinner, Gail](#)
Subject: FW: [External] RE: IFB 21016-SB Intent to Award-CORRECTED
Date: Monday, March 22, 2021 4:50:51 PM

From: Steven Jennings <steven@eastcoastdrycleaningequipment.com>
Sent: Monday, March 22, 2021 4:50:41 PM (UTC-05:00) Eastern Time (US & Canada)
To: Protest-MMO <Protest-MMO@mmo.sc.gov>
Cc: Scott Brechtel <sbrechte@citadel.edu>
Subject: [External] RE: IFB 21016-SB Intent to Award-CORRECTED

Scott

Thank you for the email.

I have spoken to Sankosha USA. President, Wes Nelson, he has informed me that Frontier is not a authorized dealer for Sankosha.

Warranty and service is handled through Sankosha Corporate Office in Chicago. Not sure if they could even fulfill the order.

Corporate 847-427-9120

Wes Nelson direct cell 815-451-2175

He is aware of the situation and is concerned that someone is misrepresenting themselves as a dealer for Sankosha.

As for the installation of all equipment. We came up for a cite evaluation. Upon inspection we noticed your main header line was old and showed signs of pipe deterioration. This main header piping should be replaced to insure a safe work place. The beginning signs of leaks is noticeable through out the main header line. This cost is substantial in the scheme of the install.

If we hook up to the existing header line with new more efficient production layout the new drops will not line up. I am not sure the other bidders are follow the same description the Citadels Laundry manager requested. If the Citadel does not wish to re pipe the main header then we would like to be able to re bid accordingly. The electrical also needs to be upgraded in the pressing area with 220/1ph electrical. I apologize for any confusion and if you need a more detailed description I would more than happy to elaborate.

We took the total install cost and divided it by the number of items on the quote. There was no clear way to assign an individual per item price involving the additional electrical and new header line cost. The Miele machines also require additional electrical and venting stacks for dryers.

I was under the assumption that this was a total bid and not an individual item bid. I can rework the bid on a per item bases if I am still able to.

I want to make sure the header line is being addressed by other bidders. There is a substantial cost involved. As well as the electric for the new pressing equipment. 220/1ph.. You currently have 110/1ph electric that will not be sufficient to run the new presses.

East Coast has been a master distributor for Sankosha for 17 years. We stock parts and pads at our warehouse in Florida. We also have a former 10 year factory trained technician that works for East Coast for the past 7 years. He is in charge of all start up, training and preventative maintenance Contract we provided in our original contract.

I apologize for the confusion in regards to the bid break down. East Coast would like the opportunity to clarify and correct the individual price per item
With regards to the install.

Please confirm the install for the laundry presses is including the main header line being replaced. As well as the 220/1ph electrical.

We can submit the update proposal immediately if possible.

Thank you for you attention to this matter.

Sincerely
Steve Jennings, President

From: Scott Brechtel <sbrechte@citadel.edu>
Sent: Monday, March 22, 2021 2:44 PM
To: Steven Jennings <steven@eastcoastdrycleaningequipment.com>
Subject: IFB 21016-SB Intent to Award-CORRECTED

Steve,

The SC preference law was incorrectly applied as though this was going to be a single lot award and not applied as required at the line item level prior to distributing the earlier Intent notice, but the attached notice has the award made at the line item level, taking into account the SC preference. This will be posted to the website tomorrow.

As the result of awarding by line item, East Coast Dry Cleaning is the low bidder for three of the eight items solicited.

I will reach out after the protest period closes to put you in touch with the folks in Laundry to arrange the delivery and installation schedule. I have your insurance information, but please also complete the attached Vendor Information Form and Drug-Free Certification so that I can have Frontier set up in our ERP system.

Thank you for your patience.

Scott Brechtel, CPPO
Director of Procurement
The Citadel
171 Moultrie Street
Charleston, SC 29409
843-953-2737
sbrechte@citadel.edu



THE CITADEL

Procurement Services
171 Moultrie Street
Charleston, SC 29409-6500
843-953-2737
procurement@citadel.edu

Intent to Award

Notice Date: March 23, 2021
Solicitation #: IFB 21016-SB
Title: Dry Cleaning & Laundry Equipment

The Citadel awards the contract noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **April 2, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of the offer noted below.

Offeror should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from The Citadel. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Contract Number: N/A
Awarded To: Frontier Laundry Equipment
5015 Rivers Ave.
North Charleston, SC 29406

Item #1	Topper Press	\$10,170.00/ea	(Qty. 5)	*SC PREFERENCE
Item #2	Hot Head Press	\$10,870.00/ea	(Qty. 5)	
Item #3	Legger Press	\$11,570.00/ea	(Qty. 5)	*SC PREFERENCE
Item #4	Linen Press	\$11,770.00/ea	(Qty. 5)	*SC PREFERENCE
Item #6	Spotting Board	\$5,700.00/ea	(Qty. 2)	

Total Potential Value: \$233,300.00
Maximum Contract Period: N/A

Awarded To: **East Coast Dry Cleaning Equipment**
 2976 Lark Rd.
 Palm Springs, FL 33406

Item #5	Collar Press	\$14,489.20/ea	(Qty. 1)
Item #7	Dryer	\$14,949.20/ea	(Qty. 6)
Item #8	Washer	\$21,339.20/ea	(Qty. 6)

Total Potential Value: **\$232,219.60**

Maximum Contract Period: N/A

Right to Protest: If you are aggrieved in connection with the intended award of this contract, you may be entitled to protest, but only as provided in Section 11-35-4210 (1) of the South Carolina Code of Laws.

Any intent to protest or actual protest must be submitted in writing to the Chief Procurement Officer, Materials Management Office

(a) via email to protest-mmo@mmo.sc.gov, or

(b) via USPS or any other carrier to 1201 Main Street, Suite 600, Columbia, SC 29201

DocuSigned by:

0D5C89BFCADA4EC...

Scott Brechtel, CPPO
Director of Procurement Services
The Citadel

Exhibit H

From: [Scott Brechtel](#)
To: [White, John](#)
Cc: [Spicer, Michael](#)
Subject: [External] Request to Cancel Intent to Award
Date: Wednesday, March 24, 2021 10:24:56 AM
Attachments: [IFB 21016-SB Intent to Award \(ERROR\).pdf](#)

John,

Per our phone conversation earlier this morning, I am writing to ask your office to cancel the attached Intent to Award that was originally issued regarding The Citadel solicitation IFB 21016-SB in accordance with purchasing regulation 19-445.2085 (C) (7), administrative error.

When the tabulation was compiled, the total, lump sum amount after the application of SC preferences was viewed and an initial Intent to Award was prepared for the overall low bidder based on the total bid amount. While this Intent was never publicly posted, it was distributed to the three bidders prior to discovery of the error that the SC preferences were not reviewed at the line item level as required. Once the line level results were reviewed, it was determined that this needed to be a split award to the low bidders for each of the line items and an email was sent to the three bidders that acknowledged an error in the original Intent, asked them to disregard that notice, and informed them that a corrected Intent was going to be sent. The corrected intent with the SC preferences properly applied at the line level was later distributed to the three bidders and posted to SCBO.

I understand that the Code does not allow an Intent to be cancelled in this manner and am thus requesting the official cancellation of the original Intent to Award in whole to East Coast Dry Cleaning due to administrative error. I further understand that since the original Intent was not properly cancelled, the corrected Intent is null and void, in essence, it never existed.

Please let me know if you require additional detail and I apologize for this administrative error that resulted in these subsequent complications.

Scott Brechtel, CPPO
Director of Procurement
The Citadel
171 Moultrie Street
Charleston, SC 29409
843-953-2737
sbrechte@citadel.edu