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GOVERNOR  
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THE DIVISION OF PROCUREMENT SERVICES

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CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## Protest Decision and Cancellation of Award Prior to Performance

**Matter of:** Solar Security Films, Inc.  
**File No.:** 2021-137  
**Posting Date:** April 14, 2021  
**Contracting Entity:** University of South Carolina  
**Solicitation No.:** RFQ-3681-HH  
**Description:** Furnish, Deliver and Install Interior Window Tinting at Humanities Office Building

### DIGEST

Protest challenging a Notice of Intent to Award on grounds of non-responsiveness, denied where low bidder's bid was responsive. Cancellation, however, is appropriate where performance has not started, the solicitation has inadequate specifications, and USC has revised the specifications to better reflect its requirements.

### 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 a protest filed by Solar Security Films, Inc. (SSF), and a request for cancellation of an intended award from the University of South Carolina (USC). SSF's protest is attached as Exhibit A. USC's request for cancellation of an intended award is attached as Exhibit B. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

By this procurement, USC seeks to acquire the installation of interior window tinting at the Humanities Office Building. [Exhibit C] The written request for written quotes provides that bidders are to provide "3M Thinsulate Window Film Climate Control 75 or approved equal that meets or exceeds the product." The product description in the bid schedule Line 1(A) states "Film Type-3MThinsulate [sic] Window film climate Control 75 or equal that meets or exceeds

the product aforementioned.” The written request imposed no warranty requirements nor did it say anything about 3M authorized dealers and installers.

By the date for receipt of bids, USC received eight bids from five bidders. [Exhibit D] Carolina Premier Window Film, Inc. (Premier) submitted the low bid on the 3M Thinsulate product. On March 24, 2021, USC posted a Notice of Intent to Award a contract to Premier accepting Premier’s 3M Thinsulate bid. [Exhibit E] On March 29, 2021, SSF protested USC’s intended award.

In its protest, SSF states:

The above referenced solicitation material specifications requested a Request for Quote for 3M Thinsulate® CC75 Window Film or “equal” for the Humanities Building. Since the specified 3M product is a “Proprietary” 3M technology that greatly increases the heat retention for cooler months and heat rejection performance of window glass, there is NO “or equal” that is available. The awarded company, Carolina Premier Window Films, Inc. is not affiliated with 3M nor are they authorized by 3M to provide this “proprietary” window film technology to the University of South Carolina.

Based on the allegation that Premier is not an authorized 3M dealer, SSF contends that Premier has offered USC an inferior product. SSF provides no other evidence that Premier did not bid 3M Thinsulate in compliance with the specifications.

The source selection method used in this solicitation is competitive written quotes for commercially available off the shelf products per S.C. Code Ann. §11-35-1550(2)(b). Under this source selection method, the state sets forth its requirements in a written request for written quotes and ask vendors for a bid price to meet those requirements. By bidding, each vendor is agreeing to be bound by the requirements in the request. Any deviation from those requirements after award is a breach of contract, which is a matter of contract administration, not protest.

After receiving SSF’s protest, USC made further investigation and determined that Premier was in fact not an authorized 3M dealer of the 3M Thinsulate product. [Exhibit F] On March 30, 2021, USC asked that the CPO cancel the award to Premier due to administrative error in awarding a contract to an unauthorized dealer. On April 9, 2021, after further review of this procurement, USC asked that the CPO cancel the award to Premier on the added grounds that the written request for written quotes was inadequate and needed revision.

In support of its second request to cancel, USC states that its has verified with 3M “that an authorized 3M dealer must not only provide the 3M window film but must also install the 3M window film for the University to receive the full manufacturer’s warranty.” In other words, USC is saying that its specifications were defective in that they did not require a manufacturer’s warranty and did not require the 3M Thinsulate product be provided and installed by an authorized 3M dealer.

The CPO notes that the solicitation has a number of defects in addition to the omission of supplier, installer, and warranty requirements. For example, this is a small procurement exceeding \$50,000. However, the written request for written quotes is silent regarding the protest rights applicable to procurements exceeding \$50,000. S.C. Code Ann. §11-35-4210(1) and (2)(d). Also, the bid schedule is defective. The bid schedule uses an incomplete unit price schedule as illustrated below:

**BIDDING SCHEDULE /USC-RFQ-3681-HH**

General Description:				
	Line Description	Qty	Unit Price	Extended Price
Line 1	Furnish, Deliver and Install Interior Window Tinting		\$	\$
A.	Film Type-3MThinsulate Window film climate Control 75 or equal that meets or exceeds the product aforementioned.			
B.	Visible Light Reflected (Interior & Exterior) transmitted			
C.	Total Solar Energy Rejected			
D.	Solar heat Gain Coefficient (G Value)			
E.	U Value - btu/hft <sup>2</sup> F, w/m <sup>2</sup> k			
F.	Heat Loss Reduction			
G.	Heat Gain Reduction			
H.	UV Light Rejected			
I.	Glare Reduction			
J.	Visible light to solar heat Gain Ratio			

Though included on a bid pricing schedule, USC was not asking vendors for pricing on items B through J but asking for non-price data on the product bid by the vendor. USC was only asking for pricing on item A. However, USC did not supply a quantity or unit of measure anywhere in the request for written quotes. This resulted in bidders bidding diverse quantities and measures by writing them into their bids.

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;
- (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 set forth above, the request for quotes is inadequate, USC has revised its specifications to more accurately describe its requirements, and performance has not started.

### **Decision**

For the foregoing reasons, the CPO hereby cancels the Award of a contract to Premier and remands this matter back to the procurement manager to proceed in accordance with Code.



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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.

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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**

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\_\_\_\_\_  
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: \_\_\_\_\_

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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.**



5602 THOMPSON CENTER COURT, SUITE 400  
TAMPA, FL 33634

(800) 684-2400 TOLL FREE

813-971-3636 OFFICE

813-971-2134 FAX

**"National Provider of 3M Window Film Systems"**

**GSA Schedule # GS-07F-0373M**

March 29, 2021

University of South Carolina  
Chief Procurement Officer  
Materials Management Office  
120 Main Street, Suite 600  
Columbia, SC 29201

**Subject: Notice of Intent to Protest**  
**Solicitation # USC-RFQ-3681-HH**  
**Notice of Intent to Award issued on 03/24/2021**  
**Description: Humanities Building Window Tinting**  
**Awarded To: Carolina Premier Window Films, Inc.**  
**Estimated Potential Value: \$83,603.17**

Please accept this letter as our formal Notice of Intent to Protest Solicitation # USC-RFQ-3681-HH, Humanities Building Window Tinting.

The above referenced solicitation material specifications requested a Request for Quote for 3M Thinsulate® CC75 Window Film or "equal" for the Humanities Building. Since the specified 3M product is a "Proprietary" 3M technology that greatly increases the heat retention for cooler months and heat rejection performance of window glass, there is NO "or equal" that is available. The awarded company, Carolina Premier Window Films, Inc. is not affiliated with 3M nor are they authorized by 3M to provide this "proprietary" window film technology to the University of South Carolina.

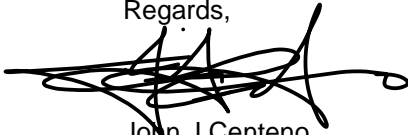
It is our contention that the intended awarded contractor is aware of the significant higher material cost associated with the 3M Thinsulate® CC75 and with this knowledge has offered the University of South Carolina an inferior Low-E Window Film product at a much higher cost than they would typically sell their inferior product in the open marketplace.

As an analogy, your purchasing department specified a Ferrari. Ferrari dealers provided quotes for the specified Ferrari. Non-Ferrari dealers knowing the higher cost of the Ferrari submit quotes for their inferior product at a much higher rate they would typically sell for knowing all they need to do is stay below the cost of the Ferrari to win the award and make an exorbitant profit.

If the University of South Carolina was only wanting a window film that increased the "all season" performance of the Humanities Building windows by a marginal amount, they should have specified a traditional "All-Season" Low E Window Film which 3M as well as every other window film manufacturer offers. If this had been done, your quotes for this project would have come in \$10k - \$15k less than the \$83,603.17 published on your Notice of Intent to Award representing a significant savings for the University of South Carolina.

We respectfully request that all bids be thrown out, the material specifications either be enforced with the higher performing 3M Thinsulate® CC75 or the material specification be changed allowing traditional Low-E Window Films. If your department needs technical assistance in developing a more inclusive material specification, 3M is always happy to assist your department with this endeavor.

Regards,

A handwritten signature in black ink, appearing to read 'John J. Centeno', written over a horizontal line.

John J Centeno  
Solar Security Films Inc.





March 30, 2021

TRANSMITTED VIA EMAIL: [jswwhite@mmo.sc.gov](mailto:jswwhite@mmo.sc.gov)

State Fiscal Accountability Authority  
Mr. John White, PE, Chief Procurement Officer  
1201 Main Street, Suite 600  
Columbia, SC 29201

Request to Cancel Award Prior to Performance  
Re: Request for Quote: USC-RFQ-3681-HH

Dear Mr. White:

The University of South Carolina requests your approval for the cancellation of the award prior to performance for contract USC-RFQ-3681-HH due to a University administrative error.

Prior to making the award, the Procurement Officer was unaware that the awarded supplier was not an authorized dealer for the product they bid, 3M. Therefore, making this purchase from **Carolina Premier Window Films, Inc.** will negate the manufacturer's warranty for the film.

Therefore, the University requests cancellation of award prior to performance in accordance with 19-445-2085 (C)(7) *Administrative error of the purchasing agency discovered prior to performance.*

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Clarissa Clark". The signature is fluid and cursive.

Clarissa Clark, CPPO, CPPB  
Procurement Director  
803-777-7162  
[CLARKCG2@mailbox.sc.edu](mailto:CLARKCG2@mailbox.sc.edu)



Posting Date: March 24, 2021

### **Notice of Intent to Award**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the **final Statement of Award effective April 5, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

<b>Solicitation Number:</b>	USC-RFQ-3681-HH
<b>Issue Date:</b>	3/24/2021
<b>Deadline for Receipt of Offers:</b>	3/23/2021
<b>Description:</b>	Humanities Building Window Tinting
<b>Awarded To:</b>	Carolina Premier Window Films Inc.
<b>Estimated Potential Value:</b>	\$83,603.17

Contractor 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 using governmental unit. The University assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

**PROTEST - CPO ADDRESS - MMO:** Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to [protest-mmommo@mmo.sc.gov](mailto:protest-mmommo@mmo.sc.gov), or
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Certificates of insurance coverage must be furnished prior to commencement of services under contract.

*Hatice Hikmet*

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Hatice Hikmet  
Procurement Specialist



April 9, 2021

TRANSMITTED VIA EMAIL: jswhite@mmo.sc.gov

State Fiscal Accountability Authority  
Mr. John White, Chief Procurement Officer  
1201 Main Street, Suite 600  
Columbia, SC 29201

Request to Cancel Award Prior to Performance  
Re: Request for Quote: USC-RFQ-3681-HH

Dear Mr. White:

The University of South Carolina requests your approval of the cancellation of award prior to performance for USC-RFQ-3681-HH due to inadequate specifications contained within the solicitation and the need for their revision.

The University did not include a requirement in the Request for Quote specifications for the service provider to be an authorized dealer and installer of the window film. Leaving out the authorized dealer and installer requirement within the specifications led to Carolina Premier Window Films, Inc. (an unauthorized 3M dealer and installer) being awarded the contract for 3MThinsulate Window Film Climate Control 75.

3M verified that an authorized 3M dealer must not only provide the 3M window film but must also install the 3M window film for the University to receive the full manufacturer's warranty. The University did not include any warranty clauses in the solicitation which leaves the University at risk for not receiving a warranted product.

Therefore, the University requests cancellation of award prior to performance in accordance with 19-445-2085 (C)(1) and (2) to allow for revision of specifications and a new solicitation to be issued. The new solicitation shall include specific requirements for the dealer and installer of the window film to be authorized, requirements for the quote submitted in response to the solicitation to contain documentation of this dealer and installer authorization, and for the addition of warranty terms and conditions.

Please contact me if you have any questions.

Sincerely,

Clarissa Clark, CPPO, CPPB

Procurement Director

803-777-7162

[CLARKCG2@mailbox.sc.edu](mailto:CLARKCG2@mailbox.sc.edu)



**University of South Carolina**  
Purchasing Department  
1600 Hampton Street, 6th floor  
Columbia, SC 29208  
Telephone: (803) 777-4115

# Request for Quotation

Page One

**THIS IS NOT AN ORDER**

Quotation must be received <b>No Later Than: 2:30 PM</b> 03   16   2021	Send quotation to above address Attention of: <b>Hatice Hikmet</b>	Quotation Number: <b>RFQ-3681-HH</b>	Date 03   05   2021
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Print company name and address:

**Exhibit C**

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

1. If an item cannot be furnished, indicate by **NO QUOTE**.
2. All quotes must be signed by the vendor's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.

Federal I.D. or Social Security No. \_\_\_\_\_ SC Minority Certification Number (If Applicable) \_\_\_\_\_

Submitted By (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
	See Bid Schedule	<p>Furnish, Deliver and Install Interior Window Tinting at Humanities Office Building</p> <p>Dur-A- Flex Q28-29 Decorative Quartz System. see attached for complete description</p> <p>Point of Contact: Dale Branham Site visit: Contact Dale Branham at branhamd@fmc.sc.edu</p> <p>AWARD WILL BE MADE TO ONE VENDOR</p> <p>e-mail address:hikmeth@mailbox.sc.edu Project must be completed by 05-01-2021</p>		

## GENERAL CONDITIONS

**DEFAULT:** In case of default by the Contractor, the University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair or correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the bidder, its directors, officers, employees and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

**Termination:** Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

**Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

**Termination for Cause:** Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

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

## **SPECIAL CONDITIONS**

**LICENSES, PERMITS, INSURANCE:** All costs for required licenses, permits and insurance shall be borne by the Bidder.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational Safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

**IMPORTANT** – Please Note – Vendors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

## BIDDING SCHEDULE /USC-RFQ-3681-HH

General Description:				
	Line Description	Qty	Unit Price	Extended Price
Line 1	<b>Furnish, Deliver and Install Interior Window Tinting</b>		\$ _____	\$ _____
A.	<b>Film Type-3MThinsulate Window film climate Control 75 or equal that meets or exceeds the product aforementioned.</b>		_____	_____
B.	<b>Visible Light Reflected (Interior &amp; Exterior) transmitted</b>		_____	_____
C.	<b>Total Solar Energy Rejected</b>		_____	_____
D.	<b>Solar heat Gain Coefficient (G Value)</b>		_____	_____
E.	<b>U Value - btu/hft<sup>2</sup>F, w/m<sup>2</sup>k</b>		_____	_____
F.	<b>Heat Loss Reduction</b>		_____	_____
G.	<b>Heat Gain Reduction</b>		_____	_____
H.	<b>UV Light Rejected</b>		_____	_____
I.	<b>Glare Reduction</b>		_____	_____
J.	<b>Visible light to solar heat Gain Ratio</b>		_____	_____
			_____	_____
<p><b>Resident Vendor Preference _____</b></p> <p><b>SC End Product Preference _____</b></p> <p><b>US End Product Presence _____</b></p> <p style="text-align: right;"><b>Final Total    \$</b></p>				

Note: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)] or a single award with a total potential value in excess of \$5000.



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](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY

LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO

CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY

HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR

THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number

for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)).

Accordingly, you must provide this information to qualify for the preference. An in-state office is not required,

but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address

☐ In-State Office Address same as Notice Address (Check only one)

## ADDITIONAL CONDITIONS

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](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - 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).

### MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

## SPECIFICATIONS

### **FURNISH, DELIVER AND INSTALL INTERIOR WINDOW FILM/TINTING SERVICES IN HUMANITIES OFFICE BUILDING**

Film Type: 3M Thinsulate Window Film Climate Control 75 or approved equal that meets or exceeds the product.

All windows, all floors except ground floor, on all four (4) sides of building

Note: It will be the vendor's responsibility to confirm all measurements and quantities. Award will be based on lowest price of most responsive bidder that meets or exceeds ALL performance characteristics and technical data for 3M product listed above, based on the pertinent data as listed below.

Performance based on "Clear 1/4" glass".

Visible Light - Reflected (Interior & Exterior) Transmitted  
Total Solar Energy Rejected  
Solar Heat Gain Coefficient (G Value) U Value -  $\text{btu/hft}^2\text{F}$ ,  $\text{w/m}^2\text{k}$   
Heat Loss Reduction  
Heat Gain Reduction  
UV Light Rejected Glare Reduction  
Visible Light to Solar Heat Gain Ratio

Contractor to submit, **with bid**, data on characteristics listed above for their promoted product, in the same order shown.

SITE VISIT (Non-Mandatory) (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract.

**DATE: 3-11-21 TIME: 10:00AM**

LOCATION: University of South Carolina - Humanities Office Building, 1620 College Street, Columbia SC 29208. Service area on south side of building

POINT OF CONTACT: Dale Branham  
branhamd@fmc.sc.edu

Phone 803-777-1288



## Request for Quote Amendment #1

Solicitation Number: USC-RFQ-3681-HH  
Date Issued: 03-15-2021  
Procurement Officer: Hatice Hikmet  
Phone: 803-777-9994  
E-Mail Address: hikmeth@mailbox.sc.edu  
Mailing Address: 1600 Hampton Street; Ste 606  
Columbia, SC 29208

DESCRIPTION: Humanities Office Building Window Tinting

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

*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 EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

PHYSICAL ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): **April 8, 2021 at 3:00PM (EST)** (See "Deadline For Submission Of Offer" provision)

CONFERENCE TYPE: **Not Applicable**

DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Award will be posted 04/10/2021

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" provision.)

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.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="display: flex; justify-content: space-between;"><span>Area Code - Number - Extension</span><span>Facsimile</span></div>
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>

**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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**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](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address  
☐ In-State Office Address same as Notice Address **(check only one)**

**Amendment 1**  
**Solicitation# USC-RFQ-3681-HH**

**The purpose of this Amendment is to clarify quote due date and respond to questions.**

**AMENDMENTS TO SOLICITATION (MODIFIED)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site for the issuance of Amendments: (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.

**QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

**Clarification: Quote due date is 04-08-2021 at 3:00pm**

**The following questions and answers are hereby incorporated:**

Question 1.) Who is responsible for removing and replacing the window blinds?

Answer: The blinds will be gone when the film contractor commences work

Question 2.) A large percentage (I would guess around 50% or more) of the window blinds in the building are damaged or do not properly operate. I want to ensure that we are not blamed for these preexisting conditions. How should we handle locations with damaged or inoperable blinds?

Answer: The blinds will be permanently removed prior to the window film contractor commencing work

Question 3.) There are many rooms throughout the building that have boxes, desks, furniture, etc. that are obstructing access to the windows. Will these items be moved away from the windows prior to the window film work?

Answer: No. The window film contractor will move the items out of the way of window access so the film can be installed on the windows.

Question 4.) Do I assume correctly that we are responsible for the existing window film removal?

Answer: Yes

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR QUOTE.



## Request for Quote Amendment #2

Solicitation Number: USC-RFQ-3681-HH  
Date Issued: 03-15-2021  
Procurement Officer: Hatice Hikmet  
Phone: 803-777-9994  
E-Mail Address: hikmeth@mailbox.sc.edu  
Mailing Address: 1600 Hampton Street; Ste 606  
Columbia, SC 29208

DESCRIPTION: Humanities Office Building Window Tinting

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

*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 EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

PHYSICAL ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): **March 23, 2021 at 3:00PM (EST)** (See "Deadline For Submission Of Offer" provision)

CONFERENCE TYPE: **Not Applicable**

DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Award will be posted 03-24-2021

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" provision.)

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.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="display: flex; justify-content: space-between;"> <span>Area Code - Number - Extension</span> <span>Facsimile</span> </div>
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address <b>(check only one)</b>	____ Order Address same as Home Office Address ____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  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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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](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_ In-State Office Address same as Notice Address **(check only one)**



**Amendment 2**  
**Solicitation# USC-RFQ-3681-HH**

**The purpose of this Amendment is to change the quote due date.**

**AMENDMENTS TO SOLICITATION (MODIFIED)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site for the issuance of Amendments: (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.

**QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

**The Quote due date is hereby rescheduled to 03-23-2021 at 3:00pm**

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR QUOTE.



## Request for Quote Amendment #3

Solicitation Number: USC-RFQ-3681-HH  
Date Issued: 03-15-2021  
Procurement Officer: Hatice Hikmet  
Phone: 803-777-9994  
E-Mail Address: hikmeth@mailbox.sc.edu  
Mailing Address: 1600 Hampton Street; Ste 606  
Columbia, SC 29208

DESCRIPTION: Humanities Office Building Window Tinting

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

*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 EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

PHYSICAL ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): March 23, 2021 at **3:00PM (EST)** (See "Deadline For Submission Of Offer" provision)

CONFERENCE TYPE: **Not Applicable**

DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Award will be posted 03-24-2021

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" provision.)

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.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="display: flex; justify-content: space-between;"> <span>Area Code - Number - Extension</span> <span>Facsimile</span> </div>
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address <b>(check only one)</b>	____ Order Address same as Home Office Address ____ Order Address same as Notice Address <b>(check only one)</b>

**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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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](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_ In-State Office Address same as Notice Address **(check only one)**

**Amendment 3**  
**Solicitation# USC-RFQ-3681-HH**

**The purpose of this Amendment is to respond to question regarding work hours.**

**AMENDMENTS TO SOLICITATION (MODIFIED)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site for the issuance of Amendments: (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.

**QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**


The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

**The following questions and answers are hereby incorporated:**

Question 1.) What will be the hours the window film can be installed and what days during the week?

Answer: Contractor can work any days of the week and any hours of the day, with prior University approval. Other contractors may be in the building concurrently. Deadline to finish the window film installation 100% is May 1, 2021

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR QUOTE.

	<b>Request for Quote Amendment #4</b>	Solicitation Number:	USC-RFQ-3681-HH
		Date Issued:	03-18-2021
		Procurement Officer:	Hatice Hikmet
		Phone:	803-777-9994
		E-Mail Address:	hikmeth@mailbox.sc.edu
		Mailing Address	1600 Hampton Street; Ste 606 Columbia, SC 29208

DESCRIPTION: Humanities Office Building Window Tinting

USING GOVERNMENTAL UNIT: **UNIVERSITY OF SOUTH CAROLINA**

*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 EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

PHYSICAL ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): March 23, 2021 at **3:00PM (EST)** (See "Deadline For Submission Of Offer" provision)

CONFERENCE TYPE: **Not Applicable**

DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Award will be posted 03-24-2021

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" provision.)

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.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="display: flex; justify-content: space-between;"><span>Area Code - Number - Extension</span><span>Facsimile</span></div>
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>

**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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**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](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address  
☐ In-State Office Address same as Notice Address **(check only one)**

**Amendment 4**  
**Solicitation# USC-RFQ-3681-HH**

**The purpose of this Amendment is to respond to questions.**

**AMENDMENTS TO SOLICITATION (MODIFIED)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site for the issuance of Amendments: (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.

**QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

**The following questions and answers are hereby incorporated:**

Question: Is there existing window film that has to be removed?

Answer: If there is existing window film, it will need to be removed prior to the installation of new film.

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR QUOTE.



## Request for Quote Amendment #5

Solicitation Number: USC-RFQ-3681-HH  
Date Issued: 03-22-2021  
Procurement Officer: Hatice Hikmet  
Phone: 803-777-9994  
E-Mail Address: hikmeth@mailbox.sc.edu  
Mailing Address: 1600 Hampton Street; Ste 606  
Columbia, SC 29208

DESCRIPTION: Humanities Office Building Window Tinting

USING GOVERNMENTAL UNIT: **UNIVERSITY OF SOUTH CAROLINA**

*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 EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

PHYSICAL ADDRESS:  
University of South Carolina – Purchasing Department  
1600 Hampton Street, Suite 606  
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): March 23, 2021 at **3:00PM (EST)** (See "Deadline For Submission Of Offer" provision)

CONFERENCE TYPE: **Not Applicable**  
DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Award will be posted 03-24-2021

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" provision.)

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.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship      ☐ Partnership      ☐ Other \_\_\_\_\_  
☐ Corporate entity (not tax-exempt)      ☐ Corporation (tax-exempt)      ☐ Government entity (federal, state, or local)



**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)          	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)          <div style="border-top: 1px solid black; padding-top: 5px;"><div style="display: flex; justify-content: space-between;"><span>Area Code - Number - Extension</span><span>Facsimile</span></div><div style="border-top: 1px solid black; padding-top: 5px;">E-mail Address</div></div>
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<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)          <div style="border-top: 1px solid black; padding-top: 5px;"><div style="display: flex; justify-content: space-between;"><span>____ Payment Address same as Home Office Address</span><span>____ Order Address same as Home Office Address</span></div><div style="border-top: 1px solid black; padding-top: 5px;"><span>____ Payment Address same as Notice Address <b>(check only one)</b></span><span>____ Order Address same as Notice Address <b>(check only one)</b></span></div></div>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)          <div style="border-top: 1px solid black; padding-top: 5px;"><div style="display: flex; justify-content: space-between;"><span>____ Order Address same as Home Office Address</span><span>____ Order Address same as Notice Address <b>(check only one)</b></span></div></div>
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<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
<b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):</b> 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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a> . <b><i>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.</i></b> [11-35-1524(E)(4)&(6)]				
<b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> 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)).  <div style="border-top: 1px solid black; padding-top: 5px;"><div style="display: flex; justify-content: space-between;"><span>____ In-State Office Address same as Home Office Address</span><span>____ In-State Office Address same as Notice Address <b>(check only one)</b></span></div></div>				



**Amendment 5**  
**Solicitation# USC-RFQ-3681-HH**

**The purpose of this Amendment is to respond to questions.**

**AMENDMENTS TO SOLICITATION (MODIFIED)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site for the issuance of Amendments: (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.

**QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

**The following questions and answers are hereby incorporated:**

Question: Is this bottom panel part of the scope of work for the new 3M CC75? Meaning this white out material is being removed and replaced with CC75 or is the scope of work just the larger top section of the window?

Answer: Window film will be applied to the window glass. It will not be applied to spandrel glass.

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR QUOTE.



# Exhibit D



**South Carolina**

Humanities Bldg WINDOW FILM Quote

RFQ-3681-HH

03-23-2021 AT 3:00PM

Bidder	Amendments					quote amount
	1	2	3	4	5	
Carolina Premier Window Film Inc. Eastman VS50**	X	X	X	X	X	\$39,939.37
Carolina Premier Window Film Inc. 3M Thinsulate CC75	X	X	X	X	X	\$83,603.17
Kata Window Tinting LLC-3M Thinsulate CC75	X	X	X	X	X	\$94,987.00
Solar Security Films Inc.-3M Thinsulate CC 75	X	X	X	X	X	\$103,000.00
Commercial Window Shield-Solar Gard Ecolux-70	X	X	X	X	X	\$108,810.00
Commercial Window Shield-3M Thinsulate CC75	X	X	X	X	X	\$119,028.00
Ten Twenty-Four Industries dba Sunsational Solutions	X	X	X	X	X	\$128,256.49
Ten Twenty-Four Industries dba Sunsational Solutions-3M Thinsulate CC75	X	X	X	X	X	\$136,677.00

**Recorded By: Hatice Hikmet**

\*\*does not meet or exceed all of 3M's performance characteristics



Posting Date: March 24, 2021

## **Notice of Intent to Award**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the **final Statement of Award effective April 5, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

<b>Solicitation Number:</b>	USC-RFQ-3681-HH
<b>Issue Date:</b>	3/24/2021
<b>Deadline for Receipt of Offers:</b>	3/23/2021
<b>Description:</b>	Humanities Building Window Tinting
<b>Awarded To:</b>	Carolina Premier Window Films Inc.
<b>Estimated Potential Value:</b>	\$83,603.17

Contractor 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 using governmental unit. The University assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov), or
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Certificates of insurance coverage must be furnished prior to commencement of services under contract.

*Hatice Hikmet*

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Hatice Hikmet  
Procurement Specialist

# Exhibit F

**From:** [HIKMET, HATICE](#)  
**To:** [MOSS, KRISTEN](#)  
**Subject:** FW: 3M Case # 21977173 || [ ref:\_00Do0KvQR.\_5002Ku5uXA:ref ]  
**Date:** Friday, March 26, 2021 2:20:28 PM  
**Attachments:** [image002.png](#)

---

Kristen,  
See email below and advise.  
Thanks.

*Hatice Hikmet*

Procurement Specialist  
University of South Carolina  
1600 Hampton Street, Suite 606  
Columbia, SC 29208  
803-777-9994

---

**From:** James Passage <jppassage@mmm.com>  
**Sent:** Friday, March 26, 2021 2:01 PM  
**To:** HIKMET, HATICE <HIKMETH@mailbox.sc.edu>  
**Subject:** RE: 3M Case # 21977173 || [ ref:\_00Do0KvQR.\_5002Ku5uXA:ref ]

Hatice,  
After consulting with 3M legal. The only 3 bidders that would be able to offer you 3M's complete 15 year, labor and material warranty for this project would be the following.

Mr. Tint  
Kata Window Tinting LLC-  
Solar Security Films Inc.-

Please don't hesitate to call if you have any questions.

Thanks  
Jim



**Jim Passage** | Territory Manager  
Commercial Solutions Division  
3M Window Films  
3M Center, Building 235-02-S-27 | St. Paul, MN 55144  
Mobile: 716 316 7970 | Toll Free: 800 286 2656  
[jppassage@mmm.com](mailto:jppassage@mmm.com) | [www.3M.com/windowfilm](http://www.3M.com/windowfilm)



**From:** HIKMET, HATICE <[HIK METH@mailbox.sc.edu](mailto:HIK METH@mailbox.sc.edu)>

**Sent:** Thursday, March 25, 2021 11:29 AM

**To:** James Passage <[jppassage@mmm.com](mailto:jppassage@mmm.com)>

**Subject:** [EXTERNAL] FW: 3M Case # 21977173 || [ ref:\_00Do0KvQR.\_5002Ku5uXA:ref ]

Good Afternoon Mr. Passage,

I was referred to you by Jeremy for a project we are doing at University off South Carolina Humanities building. We requested quotes for 3M Thinsualte CC75 film to be installed on about 558 windows in this building and received quotes from the list of contractors below

Please advise if the list of contractors listed below are authorized dealers/installers.

Carolina Premier Window Film Inc.
Kata Window Tinting LLC-
Solar Security Films Inc.-
Commercial Window Shield-
Ten Twenty-Four Industries dba Sunsational Solutions

Thank you,

***Hatice Hikmet***

Procurement Specialist  
University of South Carolina  
1600 Hampton Street, Suite 606  
Columbia, SC 29208  
803-777-9994

**From:** [3mproducts.windowfilm.us@mmm.com](mailto:3mproducts.windowfilm.us@mmm.com) <[3mproducts.windowfilm.us@mmm.com](mailto:3mproducts.windowfilm.us@mmm.com)>

**Sent:** Thursday, March 25, 2021 11:47 AM

**To:** HIKMET, HATICE <[HIK METH@mailbox.sc.edu](mailto:HIK METH@mailbox.sc.edu)>

**Subject:** 3M Case # 21977173 || [ ref:\_00Do0KvQR.\_5002Ku5uXA:ref ]

Hi Hatice Hikmet,

3M Sales Rep:



Jim Passage  
716-316-7970  
[jppassage@mmm.com](mailto:jppassage@mmm.com)

Thank you,



**Jeremy D**  
**3M Product Application Support**  
3M Center | Building 225-3S-05  
St. Paul, MN 55144 | United States  
1-866-499-8857  
[www.3M.com/windowfilm](http://www.3M.com/windowfilm)



Case Reference: ref:\_00Do0KvQR.\_5002Ku5uXA:ref

----- Original Message -----

**From:** [3mproducts.windowfilm.us@mmm.com](mailto:3mproducts.windowfilm.us@mmm.com) [3mproducts.windowfilm.us@mmm.com]  
**Sent:** 3/25/2021 10:38 AM  
**To:** [hikmeth@mailbox.sc.edu](mailto:hikmeth@mailbox.sc.edu)  
**Subject:** 3M Window Film [ ref:\_00Do0KvQR.\_5002Ku5uXA:ref ]

Hi Hatice Hikmet,

As we spoke about over the phone, Carolina Premier Window Films has not been an authorized 3M Dealer since 2017.

Thank you,



**Jeremy D**  
**3M Product Application Support**  
500 Bielenberg Drive, Bldg. 583-05-01  
Woodbury, MN 55125 | United States  
[www.3M.com](http://www.3M.com)





ref:\_00Do0KvQR.\_5002Ku5uXA:ref 