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EXECUTIVE DIRECTOR

Protest Decision

Matter of: Puremaxx LLC

File No.: 2026-101

Posting Date: August 11, 2025

Contracting Entity: Coastal Carolina University

Solicitation No.: CCU-9300610

Description: Provide and Deliver HVAC Pleated Air Filters

DIGEST

The Chief Procurement Officer (CPO) denies protest of Puremaxx LLC. Purmaxx's protest is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. § 11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

On May 12, 2025, Coastal Carolina University (CCU) issued a solicitation for competitive sealed bids to provide and delivery HVAC pleated air filters. [Exhibit B] On June 2, 2025, CCU issued Amendment 1 vendor questions. [Exhibit C] The solicitation required a variety of air filters of differing sizes and with Minimum Efficiency Reporting Values (MERV) ranging from 8 to 15. In response to three questions, CCU answered **“Please complete the pricing sheet with pricing for each item, even if the description is the same, and quote MERV 13.”**

By the deadline for receipt of bids, CCU received 13 bids including bids from Filter Sales and Service, Inc. (Filter Sales) and Puremaxx Filtration LLC. [Exhibit D] On June 26, 2025, CCU posted an Intent to Award a contract to Filter Sales and Service, Inc. [Exhibit E] On July 1, 2025, Puremaxx protested CCU's intended award.

DISCUSSION

Puremaxx contends that "the industry standard as having MERV 13 product being a minimum of 50% more expensive than the MERV 8 product that previous solicitations by Coastal Carolina have required." The awarded bid provided a price that was approximately \$15,000 lower than previous awards for the MERV 8 products. Puremaxx alleges that the Filter Sales may not be providing MERV 13 product which would make its offer non-responsive.

A responsive offeror is one "who has submitted a bid or proposal which conforms in material aspects to the invitation for bids or request for proposals." S.C. Code Ann. §11-35-1410(9). The State may only award a contract to a responsive offeror. S.C. Code Ann. §11-35-1530(9).

The solicitation states:

RESPONSIVENESS/IMPROPER OFFERS

(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 University cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [Reference Code Section R.19-445.2070 and Section 11-35-1520(13)] [Exhibit B, p. 9-10]

No where in its bid does Filter Sales take exception to the solicitation's requirements.¹

Moreover, it clearly and unambiguously agreed to be bound by the solicitation's requirements.

¹ Filter Sales's bid is responsive on its face. Nevertheless, CCU confirmed pricing along with delivery, shipping method, shipping origin, and prompt delivery with the vendor prior to award. CCU also requested product literature from the vendor showing the filter specifications. This literature was received on 7/8/2025 showing the filter grades as MERV 13 [Exhibit G]

As required by the solicitation, Filter Sales included with its bid a signed copy of page 1 and page 2 of the solicitation. [Exhibit F] The signature page states:

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.

[Filter Sales & Service, pdf p. 1]

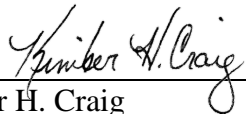
Filter Sales signed this form indicating its agreement to be bound by the requirements of the solicitation.

Further, Puremaxx's protest merely speculates that Filter Sales will be unable to perform at the prices it bid. The Procurement Review Panel has consistently held that a protest that an awardee "cannot perform the contract at the price bid" does not state a proper ground of protest. *Appeal by VetPride Serv., Inc.*, Case No. 2018-5. Puremaxx's protest simply "raises a matter of contract administration based on speculation that [the awardee] may violate the contract." *Id.*

Having agreed in its bid to be bound by the requirements of the solicitation, Filter Sales is contractually obligated to provide air filters meeting the requirements of the solicitation. Allegations that it will be unable to perform are a contract administration issue, not a protest issue.

DECISION

For the reasons stated above, the CPO denies Purmaxx's protest.



Kimber H. Craig
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

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 2025 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 SubscribeITs, 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
1205 Pendleton Street, Suite 367, 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.

From: [Gavin Holt](#)
To: [Protest-MMO](#)
Cc: [Joel Carmichael](#); [Joel Kennedy](#)
Subject: [External] Solicitation: CCU-9300610
Date: Tuesday, July 1, 2025 8:55:54 AM

To Whom It May Concern,

Puremaxx LLC would like to protest the award of CCU-9300610.

The reason for this protest is because the awarded vendor provided a price that was about \$15,000 less than the previous award amount for this product.

However, CCU-9300610 was the first time that MERV 13 product as specified by ASHRAE 52.2 was requested in the solicitation.

Puremaxx LLC typically sees the industry standard as having MERV 13 product being a minimum of 50% more expensive than the MERV 8 product that previous solicitations by Coastal Carolina University have required.

Puremaxx LLC would like to request that the awarded vendor for CCU-9300610 be asked to provide a third-party test report for the product that they will be supplying to Coastal Carolina University.

Kind Regards,



Gavin Holt, CAFS
Account Manager



- ☐ [Office \(865\) 525-8697](#)
- ☐ [Direct \(865\) 350-6922](#)
- ☐ [www.puremaxxfiltration.com](#)
- ☐ [gavin@puremaxxfiltration.com](#)
- ☐ [2567 Prime Way Knoxville TN 37918](#)

App Banner Image





**SOLICITATION TYPE:****Invitation for Bid**

Solicitation Number:	CCU-9300703
Description:	Provide and deliver HVAC pleated air filters
Procurement Officer:	Tracy O'Keefe
Email:	tokeefe@coastal.edu
Telephone:	843-349-2741
Date:	May 12th, 2025

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Coastal Carolina University.

SUBMIT YOUR OFFER ON-LINE THROUGH THE BUSINESS OPPORTUNITIES WEBSITE AT THE FOLLOWING URL: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

SUBMIT OFFER BY (Opening Date/Time)	June 12th, 2025 at 11:00 a.m.	(See "Deadline For Submission Of Offer" provision)
QUESTIONS <u>MUST</u> BE RECEIVED BY:	May 28th, 2025 at 4:00 p.m.	(See "Questions From Offeror" provision)

CONFERENCE TYPE: N/A DATE & TIME (EST): (As appropriate, see "Conferences – Pre-Bid/Proposal" and "Site Visit" provisions.)	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on June 19th, 2025 . The award and any amendments to this solicitation will be posted at the same URL address as shown above.
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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)	TAXPAYER IDENTIFICATION NO.
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

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

PAGE 2

(You must return Page 2 with your offer.)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)		NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
		Area Code	Number	Extension	Facsimile
E-mail Address					

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (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"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

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

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

☐ In-State Office Address same as Home Office Address

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

End of Page 2

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This page is reserved for responses to questions in the event of the issuance of an Amendment to provide such information.

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES, SUPPLIES AND/OR EQUIPMENT: The purpose of this solicitation is to acquire services, supplies and/or equipment complying with the description, specifications and conditions listed in the Scope of Solicitation and other documents related to this solicitation.

Coastal Carolina University seeks a source to provide and deliver various sizes and quantities of new HVAC pleated air filters on an as needed basis.

MAXIMUM CONTRACT PERIOD -- ESTIMATED: July 1 2025- June 30 2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

The three (3) year maximum contract period consists of a one (1) year initial term plus two (2) additional one (1) year options.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS

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.

ADDENDUM means a document issued to supplement the original solicitation document; see Amendment.

AMENDMENT means a document issued to supplement the original solicitation document; see Addendum.

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

BUSINESS OPPORTUNITIES means the website designated for the posting of open, closed, and awarded solicitations for the University, found at this URL: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

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

BUYER means the Procurement Officer.

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

CLOSE DATE means the date shown on the Business Opportunities website for the specific solicitation and/or the SUBMIT OFFER BY date shown on Page 1 of this solicitation.

CONTACT means the name shown on the Business Opportunities website who is also the Procurement Officer.

CONTRACT See clause entitled "Contract Documents & Order of Precedence".

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract 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 2 means the second page of the original solicitation, which is labeled Page 2.

PROCUREMENT OFFICER means the person, or his successor, employed and duly authorized by the University with the responsibility to administer the procurement process, enter into and administer contracts, and make written determinations with respect thereto and identified as such on the Cover Page, the Business Opportunities website, amendments to Solicitations, an award notice, and change orders.

SOLICITATION means the online solicitation document and all parts, attachments, attributes, and any Addendums of the specific solicitation which includes the Coastal Carolina University Standard Bidding Terms and Conditions and Coastal Carolina University Standard Purchase Order Terms and Conditions.

STATE may also mean the University which is a State of South Carolina state agency.

STATEWIDE TERM CONTRACT. If the description or other areas of this solicitation indicates the solicitation will become a "statewide term contract", then the meaning of University also includes any South Carolina Procurement Units [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".

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

SUPPLIER (see VENDOR).

US or WE means the University.

UNIVERSITY means Coastal Carolina University.

USING GOVERNMENTAL UNIT generally means the University. If the resulting award from this solicitation creates a Statewide Term Contract, the phrase "Using Governmental Unit" also means any South Carolina Public Procurement Unit that submits a purchase order to the contractor pursuant to the contract resulting from this solicitation.

VENDOR means a supplier or seller of goods and services. The term "Supplier" is used interchangeably with the term "Vendor".

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.

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION:

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

(b) Offerors will be required to acknowledge receipt of any amendment to this solicitation.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only University official authorized to bind the University with regards to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted on the Business Opportunities website. For contracts with a total or potential value in excess of one hundred thousand dollars, notice of an intended award of a contract will be given by posting the notice for seven business days before a contract is entered into and will be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted.

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

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the Close Date, you must notify the Procurement Officer in writing.

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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) By submitting an offer, each authorized person submitting the offer is certifying that he/she-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the authorized person as 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (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 University, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE: 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>.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer 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 University purchasing office or the University's mail room which services that purchasing office prior to the bid opening. (Paper offers are not the preferred method of submission however.) [Reference Code Section R.19-445.2070(H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the University may withhold award. Before withholding award on these grounds, the University will notify you of the concerns and provide a reasonable opportunity for you to respond. The University may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [Ref. Compendium 02-2A047-3 Jul 2023]

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

DUTY TO INQUIRE: 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 University's attention. See clause entitled "Questions from Offerors".

ETHICS CERTIFICATE: By submitting an offer and/or accepting an order, 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 University 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the University may be required to pay.

OPEN TRADE REPRESENTATION: 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.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Code Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Code 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.

PROHIBITED COMMUNICATIONS AND DONATIONS: 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 University 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 University during the period beginning eighteen months prior to the Opening Date.** [Reference Code Section R. 19-445.2165]

PUBLIC OPENING: Offers will be publicly opened at the date/time shown as the Close date. Unless notified otherwise, the location of all Public Openings will be:

Coastal Carolina University
Atlantic Hall
642 Century Circle
Conway SC 29526

(This section does not apply to contracts with an actual or potential value of one hundred thousand dollars or less.) [Reference Code Section 11-35-1550]

QUESTIONS FROM OFFERORS:

(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 and/or the Business Opportunities website. 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, 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.**

The preferred method for submitting questions is through the Business Opportunities website and the Question and Answer Board for this particular solicitation. Responses to questions received through the Business Opportunities website will be posted to the Question and Answer Board or may be provided in an Amendment to the solicitation. Alternatively, an email may be sent to the Contact's address noted on the Business Opportunities website, with the subject line indicating "Questions – Solicitation (insert identifying Solicitation Number); or questions may be sent to the Contact's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or by facsimile to 843-349-2184, to include the appropriate indication in the subject line.

(b) The University seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [Reference Code Section R. 19-445.2140]

REJECTION/CANCELLATION: The University may cancel this solicitation in whole or in part. The University may reject any or all proposals in whole or in part. [Reference Code Section 11-35-1710 & R.19-445.2065]

RESPONSIVENESS/IMPROPER OFFERS:

(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 University cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [Reference Code Section 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. [Reference Code Section R. 19-445.2070].

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

SIGNING YOUR OFFER: Every Offer must be submitted by an individual with actual authority to bind the Offeror.

(a) If the Offeror is an individual, the Offer must be submitted by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name 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. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name and include the name 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 list 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 submitted by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA:

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public."

IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE UNIVERSITY MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the University may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the University will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the University, 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 University, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to Section 12-6-3350, a taxpayer having a contract with this University 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 South Carolina Department of Administration, Division of Small and Minority Business Contracting and Certification (SMBCC) 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: SC Division of Small and Minority Business Contracting and Certification, Phone: (803) 734-0657, Fax: (803) 734-2498.

UNIVERSITY OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal University processes so that offers cannot be received at the University 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 University processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If University offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

VENDOR REGISTRATION MANDATORY: The University has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>. Once registered, suppliers must keep their information current.

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

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE – LABELLING: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT: Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name, and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

ON-LINE BIDDING INSTRUCTIONS:

(a) Mandatory Registration: You must register before you can submit an offer on-line! See clause entitled "VENDOR REGISTRATION MANDATORY." To register or submit an offer, please visit the following site:

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>

(b) Once registered and signed into the system, chose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from you.

(c) Only offers with a "submitted" status have been received by the University.

PREFERENCES - A NOTICE TO VENDORS: 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. [Reference Code Section 11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT: 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 submitting your offer and selecting the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

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

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE: 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.

PREFERENCES - RESIDENT VENDOR PREFERENCE: To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile 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).

PROTEST – CPO - MMO ADDRESS: 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 , or
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled “VENDOR REGISTRATION MANDATORY” and “ON-LINE BIDDING INSTRUCTIONS.”

If you must submit a paper offer or 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 offer or 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 offer or modification to one of the following address:

MAILING ADDRESS:
Coastal Carolina University
Procurement Services
PO Box 261954
Conway, SC 29528-6054

PHYSICAL ADDRESS:
Coastal Carolina University
Procurement Services
642 Century Circle
Conway, SC 29526

(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 offer or 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) If the solicitation is a Request For Proposal, you must submit one (1) original and five (5) copies.
(e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The University's Mail Services picks up all mail from the US Postal Service once daily around 9:00AM (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission of Offer.

UNIT PRICES REQUIRED: Unit price to be shown for each item. This section does not apply to competitive sealed proposals ("Request For Proposals" or "RFP").

III. SCOPE OF WORK

Coastal Carolina University seeks a source to provide and deliver various sizes and quantities of new HVAC pleated air filter on an as-needed basis per the specifications provided below.
CCU Procurement Services (rev Nov 2023)

Quantities and Annual spend are estimated the University is seeking sources of supply for HVAC pleated filters. No guarantee or warranty is given or implied by The University as to any minimum or maximum quantity or annual spend that may be purchased from this contract. The Contractor shall supply bid pricing on actual quantities ordered, regardless of the estimated amounts set forth in the solicitation. The total spend of the contract shall not exceed \$400,000.00, vendor upon request will supply quarterly spend reports for purchase order and Pcard purchases.

General Specifications:

- Pleated
- Minimum of 25-35% efficiency rating unless otherwise specified
- Material: Polyester Synthetic
- Media Material: Synthetic
- Bag Filters: Media Material- Synthetic
- Box Filters: Media Material- Multi-flo synthetic with header on one side of filter
- Moisture resistant beverage board frame, double wall frame
- Minimum Efficiency report value (MERV) filters as follows: MERV 8 filters, MERV 13 filters, MERV 13 bag filters, MERV 30 box filters, MERV 14 box filters, MERV 15 bag filters and MERV 15 box filters
- ASHRAE Standard 52.2
- UL Class 2 Listed
- All filters must meet cubic feet per minute (CFM) and Minimum Efficiency Reporting Value (MERV) rating as required.
- The University estimates ordering twelve thousand eight hundred and thirty-three (12,833) HVAC pleated air filters during each term of the contract. This is not a guarantee for any certain amount.
- The University anticipates monthly orders, and shall contact the contractor with the quantity to deliver on an as needed basis.
- Deliveries will be required within three (3) weeks of order.
- The University shall have the right to add different types and sizes of HVAC pleated air filters to the awarded contract as necessary.
- A listing of sizes and estimated annual quantities of air filters has been provided below. An Excel Spreadsheet, noted as Attachment A, has been provided for Offerors to enter the unit price for a single item. The full total, noted in the yellow highlighted area, is required to be entered into the electronic sourcing system.
- Current list of Filters is Attachment A to the solicitation. Changes to the list will be issued via an Addendum to the contract.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the University in its purchase order.

Coastal Carolina University
Supply Maintenance
755 Hwy. 544
Conway, SC 29526

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

QUALITY – NEW: All items must be new.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You must submit a signed Cover Page and Page 2 by uploading a copy into the to the Supplier Attachments section of the Business Opportunities system. 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.

MINORITY PARTICIPATION: A Minority Participation questionnaire will be provided in the Buyer Attachments area of the event within the Business Opportunities portal. If applicable, Offerors are asked to complete the questionnaire and attach it to their offer via electronic upload.

OFFEROR TERMS AND CONDITIONS AND/OR SOFTWARE LICENSING AGREEMENT:

If required by you, you must provide a copy of all terms and conditions and/or agreements necessary to purchase any of the products/services included in your quote. It is expected that the University will work in good faith in reaching a mutually acceptable agreement when applicable. There are certain terms and conditions, however, that are unacceptable to the University and must not be included in the offeror's submission:

- Choice of law provisions applying the laws of any state other than the State of South Carolina [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses requiring the University to indemnify, defend, or hold harmless the Offeror or any other party [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses that require binding arbitration of disputes.
- Confidentiality requirements that conflict with disclosure requirements under South Carolina law, including under the S.C. Freedom of Information Act [Reference S.C. Code of Laws, Title 30, Chapter4].

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR:

(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, including, but not limited to, Google search, Dun and Bradstreet reports, business continuity plans, and internal control assessments. 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."

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information", as defined in the clause entitled "Information Security – Definitions, " if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and **point of contact**. In determining your responsibility, the University may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS: Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

Calculation will be (estimated annual quantity * price per filter) * length of the contract (3) years = _____total award.

The total award amount for the length of this contract will not exceed \$400,000.00

COMPETITION FROM PUBLIC ENTITIES: If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs. 117-304.1 (Supp. 2004).

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

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(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 University 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 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.

BANKRUPTCY - GENERAL:

(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 University. 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 University orders/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 University upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all 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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:

- (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 discussions [11-35-1530(6)] of an offer, if applicable,
 - (4) your offer,
 - (5) any statement reflecting the University'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 University, (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 the University. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT:

(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 University 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 a legal holiday when Federal Government offices are closed and University business is not expected to be conducted, payment may be made on the following business day.

DISPUTES:

(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 University regarding the Agreement is not a waiver of either the University's sovereign immunity or the University'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 2 or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status. Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

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

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

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE:

(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 by the Contractor in the electronic registration system. Notice to the University shall be to the Procurement Officer's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or to the Procurement Officer's email address as noted on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE:

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.

ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The University may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the University beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the University may terminate the contract for default.

[Ref. Compendium 07-7A054-1 Jul 2023]

PAYMENT & INTEREST:

(a) The University 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 University.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT).

(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 University 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 University 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 University shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes by University employees, or include the University in either news releases or a published list of customers, or other such media, without the prior written approval of the Procurement Officer and the office of University Communication.

PURCHASE ORDERS: Contractor shall not provide any goods or services or perform any work prior to the receipt of a purchase order from the University. The University 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.

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

TAXES: 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 University, 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 University. It shall be solely the University'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 University to contractor, contractor shall be liable to the University for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: 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.

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

WAIVER: The University 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 University's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES:

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

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the University in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

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

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

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

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

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all University regulations and policies while on University property or while conducting University associated activities off of University property. University policies are available through this web site: <http://www.coastal.edu/policies/>

The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. The University's policy on Protection of Minors can be found at: <http://www.coastal.edu/policies/policyDetails.html?x=182>

By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this order. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract. The use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

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

DEFAULT:

- (a)(1) The University 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 University'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 University 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 University 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 University 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 University may require the Contractor to transfer title and deliver to the University, 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 University has an interest.
- (f) The University 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 University may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the University 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 University, be the same as if the termination had been issued for the convenience of the University. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, 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 University in this clause are in addition to any other rights and remedies provided by law or under this contract.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the University's option, be returned to the Contractor at Contractor's expense. The University will not be obligated to pay for services or labor provided in excess of that specified in the order.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: The University may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY - UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The University does not guarantee that the University will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

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

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

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov)

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

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

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification

hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

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

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

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

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

PRICE ADJUSTMENTS:

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

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

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

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

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

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

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

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

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University’s designated receiving site, or other location, as specified herein. (This clause is applicable for the acquisition of goods.) (See Delivery clause.)

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES: 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 non-qualifying end product for a qualified end product. If you violate this provision, the University may terminate your contract for cause and you may be debarred. In addition, you shall pay to the University an amount equal to twice the difference between the price paid by the University and your evaluated price for the item for which you delivered a substitute. [Reference Code Section 11-35-1534(B)(4)]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

TERMINATION FOR CONVENIENCE:

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the University. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the University. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the University in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information,

and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the University has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the University has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the University, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the University's right to require the termination of a subcontract, or (ii) increase the obligation of the University beyond what it would have been if the subcontract had contained an appropriate clause.

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

WARRANTY – STANDARD: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

Attachment A

Listing of HVAC air filters

All filters must meet the following general specifications:

1. Pleated;
2. Minimum of 25-35% efficiency rating unless otherwise specified;
3. Material: Polyester Synthetic;
4. Media Material: Synthetic;
5. Bag filters: Media material – Synthetic;
6. Box filters: Media material – Multi-flo synthetic with header on one side of filter;
7. Moisture resistant beverage board frame, double wall frame;
8. Minimum Efficiency Reporting Value (MERV) filters as follows: MERV 8 filters, MERV 13 filters, MERV 13 bag filters, MERV 13 box filters, MERV 14 box filters, MERV 15 bag filters and MERV 15 box filters;
9. ASHRAE STANDARD 52.2;
10. UL CLASS 2 LISTED.

All filters must meet cubic feet per minute (CFM) and Minimum Efficiency Reporting Value (MERV) rating required.

Instructions:

1. Suppliers should enter the per unit price in the column specified (highlighted yellow). The form will automatically calculate the extended price.
2. Suppliers should then enter the total price for all filters, from the blue highlighted cell, into the electronic Sourcing event.
3. A copy of this form should also be uploaded into the Suppliers Attachment area of the Sourcing Event.

Item #	Filter Description/Size (in inches)	Estimated		UOM	Unit Price	Total
		Annual Qty				
1	10x20x1 Merv 8	25	EA		\$	-
2	10x36x1 Merv 8	12	EA		\$	-
3	12x12x1 Merv 8	368	EA		\$	-
4	12x16x1 Merv 8	30	EA		\$	-
5	12x20x1 Merv 8	454	EA		\$	-
6	12x24x2 Merv 8	248	EA		\$	-
7	12x24x4 Merv 13	12	EA		\$	-
8	12x24x4 Merv 8	11	EA		\$	-
9	12x30x1 Merv 8	10	EA		\$	-
10	14x18x1 Merv 8	32	EA		\$	-
11	14x20x1 Merv 8	18	EA		\$	-
12	14x24x2 Merv 8	32	EA		\$	-
13	14x30x1 Merv 8	4	EA		\$	-
14	14x30x2 Merv 8	18	EA			
15	15x20x1 Merv 8	3	EA		\$	-
16	15x20x2 Merv 8	72	EA		\$	-
17	15x24x2 Merv 8	32	EA		\$	-
18	16x16x1 Merv 8	3	EA		\$	-
19	16x20x 1 Merv 8	109	EA		\$	-
20	16x20x2 Merv 8	384	EA		\$	-
21	16x20x4 Merv 13	80	EA		\$	-
22	16x20x4 Merv 8	2	EA		\$	-
23	16x25x1 Merv 8	6	EA		\$	-
24	16x25x2 Merv 13	128	EA		\$	-
25	16x25x2 Merv 8	1222	EA		\$	-
26	16x25x4 Merv 13	44	EA		\$	-
27	16x25x4 Merv 8	48	EA		\$	-
28	16x30x1 Merv 8	40	EA		\$	-
29	16x30x2 Merv 8	48	EA		\$	-
30	16x32x2 Merv 8	82	EA		\$	-
31	18x20x1 Merv 8	448	EA		\$	-
32	18x25x2 Merv 8	16	EA		\$	-
33	18x25x2 Merv 8	16	EA		\$	-
34	18x30x2 Merv 8	8	EA		\$	-
35	18x32x2 Merv 8	8	EA		\$	-
36	19x22x1 Merv 8	192	EA		\$	-
37	19x22x1 Merv 8	4	EA		\$	-
38	20x20x1 Merv 8	1202	EA		\$	-
39	20x20x2 Merv 8	622	EA		\$	-
40	20x20x2 Merv13	4	EA		\$	-
41	20x20x4 Merv 13	42	EA		\$	-
42	20x20x4 Merv 8	32	EA		\$	-
43	20x22x1 Merv 8	8	EA		\$	-
44	20x24x2 Merv 8	368	EA		\$	-
45	20x24x4 Merv 13	56	EA		\$	-
46	20x25x1 Merv 8	84	EA		\$	-
47	20x25x2 Merv 13	32	EA		\$	-
48	20x25x2 Merv 8	1149	EA		\$	-
49	20x25x4 Merv 13	51	EA		\$	-
50	20x25x4 Merv 8	120	EA		\$	-
51	20x30x1 Merv 8	20	EA		\$	-
52	20x30x2 Merv 8	52	EA		\$	-
53	20x32x2 Merv 8	16	EA		\$	-
54	20x35x2 Merv 8	8	EA		\$	-
55	22x25x1 Merv 8	1	EA		\$	-
56	24x24x2 Merv 8	1430	EA		\$	-
57	24x24x4 Merv 8	10	EA		\$	-
58	24x30x1 Merv 8	24	EA		\$	-
59	25x25x1 Merv 8	132	EA		\$	-
60	28x34x2 Merv 8	4	EA		\$	-
61	30x30x1 Merv 8	8	EA		\$	-
62	9x24x1 Merv 8	16	EA		\$	-
63	20x24x12 Merv 15 Box Filter	49	EA		\$	-
64	12x24x12 Merv 15 Box Filter	1	EA		\$	-
65	20x20x12 Merv 13 Box Filter	34	EA		\$	-
66	24x24x12 Merv 13 Box Filter	8	EA		\$	-
67	24x24x12 Merv 13 Box Filter	8	EA		\$	-
68	24x24x12 Merv 13 Box Filter	16	EA		\$	-
69	24x24x12 Merv 13 Box Filter	218	EA		\$	-
70	12x24x12 Merv 13 Box Filter	54	EA		\$	-
71	24x24x22 Merv 13 Bag Filter	22	EA		\$	-
72	12x24x22 Merv 13 Bag Filter	7	EA		\$	-
****TOTAL					\$	-

****Enter this amount into the Electronic Sourcing event

****Calculation will be (estimated annual quantity * price per filter) * length of the contract (3) years = _____ total award.

 COASTAL CAROLINA UNIVERSITY	SOLICITATION TYPE: Invitation for Bid
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Solicitation Number:	CCU-9300703
Description:	Provide and deliver HVAC pleated air filters
Procurement Officer:	Tracy O'Keefe
Email:	tokeefe@coastal.edu
Telephone:	843-349-2741
Date of Amendment:	June 2, 2025

AMENDMENT # 1

NOTICE:

In order to make the solicitation document easier to read, a complete new document is being issued with this Amendment. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre Award" and "Post Award" phases of this procurement. Prospective offerors/bidders should discard the original solicitation document or any previously issued amendments in preparing their on-line bids/proposals.

In an effort to assist your review of the amendment, every attempt has been made to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document. Despite best efforts, there is a chance that a change was inadvertently left un-highlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely solely on highlights identifying all changes.

PURPOSE OF THIS AMENDMENT:

The solicitation noted above is amended as provided herein. The purpose of this amendment is to:

- (1) provide responses to questions received.
 Questions and Responses will be provided in a section immediately after Cover Page 2 and prior to the Table of Contents.

 and/or
- (2) provide revisions to the original solicitation document or the most recent amendment.
 Revisions will be in the form of underlined text for any additions to the original provision and ~~stricken text~~ for any deletions. All revisions will be in **red** font.

If the QUESTIONS MUST BE RECEIVED BY date is being revised, then only the items highlighted in yellow and the Questions and Responses are subject to any additional questions.

Questions received from the prospective vendor community and the University's responses to those questions are provided on the following page:

1. The filters below are listed multiple times on the pricing sheet: Item 66: MERV 13 - 24x24x12 - 8 Item 67: MERV 13 - 24x24x12 - 8 Item 68: MERV 13 - 24x24x12 - 16 Item 69: MERV 13 - 24x24x12 - 218 Can you please confirm whether you need a quantity of 250 or if some of these items needs to be quoted as MERV 13?

University response: Please complete the pricing sheet with pricing for each item, even if the description is the same, and quote MERV 13.

2. The filters below are listed twice on the pricing sheet: Item 32: MERV 8 - 18x25x2 - 16 Item 33: MERV 8 - 18x25x2 - 16 Can you please confirm whether you need a quantity of 32 or if one of these items needs to be quoted as MERV 13?

University response: Please complete the pricing sheet with pricing for each item, even if the description is the same, and quote MERV 13.

3. The filters below are listed twice on the pricing sheet: Item 36: MERV 8 - 19x22x1 - 192 Item 37: MERV 8 - 19x22x1 - 4 Can you please confirm whether you need a quantity of 196 or if one of these items needs to be quoted as MERV 13?

University response: Please complete the pricing sheet with pricing for each item, even if the description is the same, and quote MERV 13.

4. How many pockets do the bag filters have?

University response: Filters have one pocket.

5. May I have MFG Part numbers on the Box and Bag filter items?

University response: We do not have MFG part numbers.

6. Please inform all the requirements and documents needed for submission.

University response: All required documents for submission are located in the attached link to the solicitation documents.

7. Can this bid be awarded to multiple Vendors?

University response: No, Section VI Award Criteria; Award will be made to one Offeror

8. Where are the specific delivery locations for these filters?

University response: Our Delivery address, Coastal Carolina University, 755 Hwy 544 Conway, SC

9. Who is the current contractor?

University response: Bruce Air Filter

10. Is this for supply only, or you will also need installation services

University response: Bid is for supply only.

11. What frequency would the items be purchased?

University response: Approximately 9 different filters monthly.

12. How many Orders made last year? And can we request for copies of PO's

University response: Approximately 21 shipments, and copies of Purchase order are not available.

13. How many shipments were in the previous award?

University response: See answer to question # 12.

14. May I have a copy of the Previous Bid Award, Bid Tabulation and bidder's offer on each item?

**University response: Statement of Award was issued June 12th, 2025 , CCU-9300610, the award notice can be located via the attached link.
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina&tab=PHX_NAV_SourcingAward&tmstmp=1748882755259**

15. Are the filter typically purchase per case?

University response: No they are not purchased per case.

16. If the supplier is expected to stock all sizes at all times?

University response: Yes

The following clause contained in the original solicitation document is reprinted for reference:

AMENDMENTS TO SOLICITATION:

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the Business Opportunities web site for the issuance of Amendments.
- (b) Offerors will be required to acknowledge receipt of any amendment to this solicitation.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.



SOLICITATION TYPE:

Invitation for Bid

Solicitation Number:	CCU-9300703
Description:	Provide and deliver HVAC pleated air filters
Procurement Officer:	Tracy O'Keefe
Email:	tokeefe@coastal.edu
Telephone:	843-349-2741
Date:	May 12th, 2025

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Coastal Carolina University.

SUBMIT YOUR OFFER ON-LINE THROUGH THE BUSINESS OPPORTUNITIES WEBSITE AT THE FOLLOWING URL: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

SUBMIT OFFER BY (Opening Date/Time)	June 12th, 2025 at 11:00 a.m.	(See "Deadline For Submission Of Offer" provision)
QUESTIONS <u>MUST</u> BE RECEIVED BY:	May 28th, 2025 at 4:00 p.m.	(See "Questions From Offeror" provision)

CONFERENCE TYPE: N/A DATE & TIME (EST): (As appropriate, see "Conferences – Pre-Bid/Proposal" and "Site Visit" provisions.)	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on June 19th, 2025 . The award and any amendments to this solicitation will be posted at the same URL address as shown above.
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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)	TAXPAYER IDENTIFICATION NO.
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

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

PAGE 2

(You must return Page 2 with your offer.)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)		NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
		Area Code	Number	Extension	Facsimile
		E-mail Address			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)		ORDER ADDRESS (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"/> Payment Address same as Notice Address (check only one)		<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			
DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)	
<p>PREFERENCES - A NOTICE TO VENDORS: 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> <p><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)</p>					

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES, SUPPLIES AND/OR EQUIPMENT: The purpose of this solicitation is to acquire services, supplies and/or equipment complying with the description, specifications and conditions listed in the Scope of Solicitation and other documents related to this solicitation.

Coastal Carolina University seeks a source to provide and deliver various sizes and quantities of new HVAC pleated air filters on an as needed basis.

MAXIMUM CONTRACT PERIOD -- ESTIMATED: July 1 2025- June 30 2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

The three (3) year maximum contract period consists of a one (1) year initial term plus two (2) additional one (1) year options.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS

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.

ADDENDUM means a document issued to supplement the original solicitation document; see Amendment.

AMENDMENT means a document issued to supplement the original solicitation document; see Addendum.

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

BUSINESS OPPORTUNITIES means the website designated for the posting of open, closed, and awarded solicitations for the University, found at this URL:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

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

BUYER means the Procurement Officer.

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

CLOSE DATE means the date shown on the Business Opportunities website for the specific solicitation and/or the SUBMIT OFFER BY date shown on Page 1 of this solicitation.

CONTACT means the name shown on the Business Opportunities website who is also the Procurement Officer.

CONTRACT See clause entitled "Contract Documents & Order of Precedence".

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract 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 2 means the second page of the original solicitation, which is labeled Page 2.

PROCUREMENT OFFICER means the person, or his successor, employed and duly authorized by the University with the responsibility to administer the procurement process, enter into and administer contracts, and make written determinations with respect thereto and identified as such on the Cover Page, the Business Opportunities website, amendments to Solicitations, an award notice, and change orders.

SOLICITATION means the online solicitation document and all parts, attachments, attributes, and any Addendums of the specific solicitation which includes the Coastal Carolina University Standard Bidding Terms and Conditions and Coastal Carolina University Standard Purchase Order Terms and Conditions.

STATE may also mean the University which is a State of South Carolina state agency.

STATEWIDE TERM CONTRACT. If the description or other areas of this solicitation indicates the solicitation will become a "statewide term contract", then the meaning of University also includes any South Carolina Procurement Units [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".

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

SUPPLIER (see VENDOR).

US or WE means the University.

UNIVERSITY means Coastal Carolina University.

USING GOVERNMENTAL UNIT generally means the University. If the resulting award from this solicitation creates a Statewide Term Contract, the phrase "Using Governmental Unit" also means any South Carolina Public Procurement Unit that submits a purchase order to the contractor pursuant to the contract resulting from this solicitation.

VENDOR means a supplier or seller of goods and services. The term "Supplier" is used interchangeably with the term "Vendor".

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.

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION:

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

(b) Offerors will be required to acknowledge receipt of any amendment to this solicitation.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only University official authorized to bind the University with regards to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted on the Business Opportunities website. For contracts with a total or potential value in excess of one hundred thousand dollars, notice of an intended award of a contract will be given by posting the notice for seven business days before a contract is entered into and will be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted.

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

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the Close Date, you must notify the Procurement Officer in writing.

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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) By submitting an offer, each authorized person submitting the offer is certifying that he/she-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the authorized person 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (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 University, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE: 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>.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer 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 University purchasing office or the University's mail room which services that purchasing office prior to the bid opening. (Paper offers are not the preferred method of submission however.) [Reference Code Section R.19-445.2070(H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the University may withhold award. Before withholding award on these grounds, the University will notify you of the concerns and provide a reasonable opportunity for you to respond. The University may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [Ref. Compendium 02-2A047-3 Jul 2023]

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

DUTY TO INQUIRE: 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 University's attention. See clause entitled "Questions from Offerors".

ETHICS CERTIFICATE: By submitting an offer and/or accepting an order, 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 University 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the University may be required to pay.

OPEN TRADE REPRESENTATION: 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.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Code Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Code 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.

PROHIBITED COMMUNICATIONS AND DONATIONS: 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 University 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 University during the period beginning eighteen months prior to the Opening Date.** [Reference Code Section R. 19-445.2165]

PUBLIC OPENING: Offers will be publicly opened at the date/time shown as the Close date. Unless notified otherwise, the location of all Public Openings will be:

Coastal Carolina University
Atlantic Hall
642 Century Circle
Conway SC 29526

(This section does not apply to contracts with an actual or potential value of one hundred thousand dollars or less.) [Reference Code Section 11-35-1550]

QUESTIONS FROM OFFERORS:

(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 and/or the Business Opportunities website. 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, 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.**

The preferred method for submitting questions is through the Business Opportunities website and the Question and Answer Board for this particular solicitation. Responses to questions received through the Business Opportunities website will be posted to the Question and Answer Board or may be provided in an Amendment to the solicitation. Alternatively, an email may be sent to the Contact's address noted on the Business Opportunities website, with the subject line indicating "Questions – Solicitation (insert identifying Solicitation Number); or questions may be sent to the Contact's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or by facsimile to 843-349-2184, to include the appropriate indication in the subject line.

(b) The University seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [Reference Code Section R. 19-445.2140]

REJECTION/CANCELLATION: The University may cancel this solicitation in whole or in part. The University may reject any or all proposals in whole or in part. [Reference Code Section 11-35-1710 & R.19-445.2065]

RESPONSIVENESS/IMPROPER OFFERS:

(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 University cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [Reference Code Section 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. [Reference Code Section R. 19-445.2070].

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

SIGNING YOUR OFFER: Every Offer must be submitted by an individual with actual authority to bind the Offeror.

(a) If the Offeror is an individual, the Offer must be submitted by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name 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. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name and include the name 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 list 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 submitted by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA:

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public."

IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE UNIVERSITY MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the University may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the University will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the University, 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 University, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to Section 12-6-3350, a taxpayer having a contract with this University 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 South Carolina Department of Administration, Division of Small and Minority Business Contracting and Certification (SMBCC) 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: SC Division of Small and Minority Business Contracting and Certification, Phone: (803) 734-0657, Fax: (803) 734-2498.

UNIVERSITY OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal University processes so that offers cannot be received at the University 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 University processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If University offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

VENDOR REGISTRATION MANDATORY: The University has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>. Once registered, suppliers must keep their information current.

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

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE – LABELLING: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT: Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name, and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

ON-LINE BIDDING INSTRUCTIONS:

(a) Mandatory Registration: You must register before you can submit an offer on-line! See clause entitled "VENDOR REGISTRATION MANDATORY." To register or submit an offer, please visit the following site:

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>

(b) Once registered and signed into the system, chose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from you.

(c) Only offers with a "submitted" status have been received by the University.

PREFERENCES - A NOTICE TO VENDORS: 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. [Reference Code Section 11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT: 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 submitting your offer and selecting the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

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

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE: 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.

PREFERENCES - RESIDENT VENDOR PREFERENCE: To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile 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).

PROTEST – CPO - MMO ADDRESS: 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 , or
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled “VENDOR REGISTRATION MANDATORY” and “ON-LINE BIDDING INSTRUCTIONS.”

If you must submit a paper offer or 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 offer or 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 offer or modification to one of the following address:

MAILING ADDRESS:
Coastal Carolina University
Procurement Services
PO Box 261954
Conway, SC 29528-6054

PHYSICAL ADDRESS:
Coastal Carolina University
Procurement Services
642 Century Circle
Conway, SC 29526

(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 offer or 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) If the solicitation is a Request For Proposal, you must submit one (1) original and five (5) copies.
(e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The University's Mail Services picks up all mail from the US Postal Service once daily around 9:00AM (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission of Offer.

UNIT PRICES REQUIRED: Unit price to be shown for each item. This section does not apply to competitive sealed proposals ("Request For Proposals" or "RFP").

III. SCOPE OF WORK

Coastal Carolina University seeks a source to provide and deliver various sizes and quantities of new HVAC pleated air filter on an as-needed basis per the specifications provided below.
CCU Procurement Services (rev. Jan. 2021)

Quantities and Annual spend are estimated the University is seeking sources of supply for HVAC pleated filters. No guarantee or warranty is given or implied by The University as to any minimum or maximum quantity or annual spend that may be purchased from this contract. The Contractor shall supply bid pricing on actual quantities ordered, regardless of the estimated amounts set forth in the solicitation. The total spend of the contract shall not exceed \$400,000.00, vendor upon request will supply quarterly spend reports for purchase order and Pcard purchases.

General Specifications:

- Pleated
- Minimum of 25-35% efficiency rating unless otherwise specified
- Material: Polyester Synthetic
- Media Material: Synthetic
- Bag Filters: Media Material- Synthetic
- Box Filters: Media Material- Multi-flo synthetic with header on one side of filter
- Moisture resistant beverage board frame, double wall frame
- Minimum Efficiency report value (MERV) filters as follows: MERV 8 filters, MERV 13 filters, MERV 13 bag filters, MERV 30 box filters, MERV 14 box filters, MERV 15 bag filters and MERV 15 box filters
- ASHRAE Standard 52.2
- UL Class 2 Listed
- All filters must meet cubic feet per minute (CFM) and Minimum Efficiency Reporting Value (MERV) rating as required.
- The University estimates ordering twelve thousand eight hundred and thirty-three (12,833) HVAC pleated air filters during each term of the contract. This is not a guarantee for any certain amount.
- The University anticipates monthly orders, and shall contact the contractor with the quantity to deliver on an as needed basis.
- Deliveries will be required within three (3) weeks of order.
- The University shall have the right to add different types and sizes of HVAC pleated air filters to the awarded contract as necessary.
- A listing of sizes and estimated annual quantities of air filters has been provided below. An Excel Spreadsheet, noted as Attachment A, has been provided for Offerors to enter the unit price for a single item. The full total, noted in the yellow highlighted area, is required to be entered into the electronic sourcing system.
- Current list of Filters is Attachment A to the solicitation. Changes to the list will be issued via an Addendum to the contract.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the University in its purchase order.

Coastal Carolina University
Supply Maintenance
755 Hwy. 544
Conway, SC 29526

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

QUALITY – NEW: All items must be new.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You must submit a signed Cover Page and Page 2 by uploading a copy into the to the Supplier Attachments section of the Business Opportunities system. 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.

MINORITY PARTICIPATION: A Minority Participation questionnaire will be provided in the Buyer Attachments area of the event within the Business Opportunities portal. If applicable, Offerors are asked to complete the questionnaire and attach it to their offer via electronic upload.

OFFEROR TERMS AND CONDITIONS AND/OR SOFTWARE LICENSING AGREEMENT:

If required by you, you must provide a copy of all terms and conditions and/or agreements necessary to purchase any of the products/services included in your quote. It is expected that the University will work in good faith in reaching a mutually acceptable agreement when applicable. There are certain terms and conditions, however, that are unacceptable to the University and must not be included in the offeror's submission:

- Choice of law provisions applying the laws of any state other than the State of South Carolina [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses requiring the University to indemnify, defend, or hold harmless the Offeror or any other party [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses that require binding arbitration of disputes.
- Confidentiality requirements that conflict with disclosure requirements under South Carolina law, including under the S.C. Freedom of Information Act [Reference S.C. Code of Laws, Title 30, Chapter4].

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR:

(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, including, but not limited to, Google search, Dun and Bradstreet reports, business continuity plans, and internal control assessments. 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."

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information", as defined in the clause entitled "Information Security – Definitions, " if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and **point of contact**. In determining your responsibility, the University may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS: Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

Calculation will be (estimated annual quantity * price per filter) * length of the contract (3) years = _____total award.

The total award amount for the length of this contract will not exceed \$400,000.00

COMPETITION FROM PUBLIC ENTITIES: If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs. 117-304.1 (Supp. 2004).

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

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(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 University 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 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.

BANKRUPTCY - GENERAL:

(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 University. 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 University orders/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 University upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all 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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:

- (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 discussions [11-35-1530(6)] of an offer, if applicable,
 - (4) your offer,
 - (5) any statement reflecting the University'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 University, (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 the University. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT:

(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 University 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 a legal holiday when Federal Government offices are closed and University business is not expected to be conducted, payment may be made on the following business day.

DISPUTES:

(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 University regarding the Agreement is not a waiver of either the University's sovereign immunity or the University'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 2 or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status. Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

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

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

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE:

(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 by the Contractor in the electronic registration system. Notice to the University shall be to the Procurement Officer's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or to the Procurement Officer's email address as noted on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE:

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.

ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The University may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the University beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the University may terminate the contract for default.

[Ref. Compendium 07-7A054-1 Jul 2023]

PAYMENT & INTEREST:

(a) The University 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 University.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT).

(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 University 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 University 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 University shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes by University employees, or include the University in either news releases or a published list of customers, or other such media, without the prior written approval of the Procurement Officer and the office of University Communication.

PURCHASE ORDERS: Contractor shall not provide any goods or services or perform any work prior to the receipt of a purchase order from the University. The University 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.

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

TAXES: 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 University, 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 University. It shall be solely the University'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 University to contractor, contractor shall be liable to the University for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: 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.

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

WAIVER: The University 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 University's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES:

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

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the University in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

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

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

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

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

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all University regulations and policies while on University property or while conducting University associated activities off of University property. University policies are available through this web site: <http://www.coastal.edu/policies/>

The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. The University's policy on Protection of Minors can be found at: <http://www.coastal.edu/policies/policyDetails.html?x=182>

By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this order. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract. The use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

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

DEFAULT:

- (a)(1) The University 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 University'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 University 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 University 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 University 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 University may require the Contractor to transfer title and deliver to the University, 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 University has an interest.
- (f) The University 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 University may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the University 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 University, be the same as if the termination had been issued for the convenience of the University. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, 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 University in this clause are in addition to any other rights and remedies provided by law or under this contract.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the University's option, be returned to the Contractor at Contractor's expense. The University will not be obligated to pay for services or labor provided in excess of that specified in the order.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: The University may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY - UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The University does not guarantee that the University will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

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

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

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov)

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

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

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: 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

CCU Procurement Services (rev. Jan. 2021) Page 24 of 27

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.

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

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

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

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

PRICE ADJUSTMENTS:

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

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

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

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

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

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

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

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

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University’s designated receiving site, or other location, as specified herein. (This clause is applicable for the acquisition of goods.) (See Delivery clause.)

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES: 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 non-qualifying end product for a qualified end product. If you violate this provision, the University may terminate your contract for cause and you may be debarred. In addition, you shall pay to the University an amount equal to twice the difference between the price paid by the University and your evaluated price for the item for which you delivered a substitute. [Reference Code Section 11-35-1534(B)(4)]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

TERMINATION FOR CONVENIENCE:

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the University. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the University. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the University in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information,

and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the University has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the University has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the University, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the University's right to require the termination of a subcontract, or (ii) increase the obligation of the University beyond what it would have been if the subcontract had contained an appropriate clause.

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

WARRANTY – STANDARD: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.



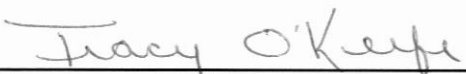
Coastal Carolina University
Procurement Services
P.O. Box 261954
Conway, SC 29528-6054


BID TABULATION

Solicitation Number: CCU-9300703
Description: Provide and deliver HVAC pleated air filters
Opening Date/Time: June 12, 2025 at 11:00 a.m.

NOTE: This is a recording of bids received in response to the above referenced solicitation and does not represent a notice of award. Bids will be evaluated for responsiveness and compliance with the specifications listed in the solicitation. An Offeror must not take any action until an official and separate award statement is posted.

OFFEROR	BID PRICE
Bruce Air Filter Company	\$69,641.23
Camfil USA Inc	\$76,568.88
Capital Air Filters Inc	\$71,770.70
Caroline Filters Inc	\$99,352.15
Co Op Ventures LLC	\$239,967.00
Filter King LLC	\$86,404.19
Filter Pro IAB	\$88,779.59
Filter Sales and Service Inc.	\$62,507.42
Filterbuy Incorporated	\$72,096.14
Florence Filter Corporation	\$101,877.71
D+D Distributing	\$70,092.86


Procurement Officer


Witness

Page 1 of 2



Coastal Carolina University
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OFFEROR	BID PRICE
New South Construction Supply	
↳ a division of Colony Hardware	\$79,644.67
Puremaxx Filtration LLC	\$95,925.54




Procurement Officer


Witness

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EXHIBIT E

	Notice of Intent To Award	Coastal Carolina University Procurement Services P.O. Box 261954 Conway, SC 29528-6054
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Posting Date: June 26, 2025

Solicitation: CCU-9300703
Opening Date: June 12, 2025 at 11:00 a.m.
Description: Provide and deliver HVAC pleated air filters

Awarded To: Filter Sales and Service, Inc
15 Adams St.
Burlington MA 01803

Evaluated Amount: \$ 62,507.42
Total Potential Value: \$187,522.26

Initial Contract Period: July 10, 2025 through June 30, 2026
Maximum Contract Period: July 10, 2025 through June 30, 2028

Coastal Carolina University (University) intends to award the contract noted above. Unless otherwise suspended or canceled, this document becomes the final Notice of Award effective July 10th, 2025 at 8:00AM. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of the offer from the vendor noted above.

The Contractor should not deliver any product, perform work, and/or incur any costs associated with the contract prior to the effective date of the contract and the receipt of a purchase order, as the University assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.


Pursuant to Section 11-35-4210 of the South Carolina Code of Laws (Code), the following notice is hereby provided:

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Code Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Code 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. 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.

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

Procurement Officer:
Tracy O'Keefe

 COASTAL CAROLINA UNIVERSITY	SOLICITATION TYPE: Invitation for Bid
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Solicitation Number:	CCU-9300703
Description:	Provide and deliver HVAC pleated air filters
Procurement Officer:	Tracy O'Keefe
Email:	tokeefe@coastal.edu
Telephone:	843-349-2741
Date:	May 12th, 2025

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Coastal Carolina University.


SUBMIT YOUR OFFER ON-LINE THROUGH THE BUSINESS OPPORTUNITIES WEBSITE AT THE FOLLOWING URL: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

SUBMIT OFFER BY (Opening Date/Time)	June 12th, 2025 at 11:00 a.m.	(See "Deadline For Submission Of Offer" provision)
QUESTIONS <u>MUST</u> BE RECEIVED BY:	May 28th, 2025 at 4:00 p.m.	(See "Questions From Offeror" provision)

CONFERENCE TYPE: N/A DATE & TIME (EST): (As appropriate, see "Conferences – Pre-Bid/Proposal" and "Site Visit" provisions.)	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on June 19th, 2025 . The award and any amendments to this solicitation will be posted at the same URL address as shown above.
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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 Filter Sales & Service, Inc. <small>(full legal name of business submitting the offer)</small>	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  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED 06/11/25
TITLE Territory Manager <small>(business title of person signing above)</small>	TAXPAYER IDENTIFICATION NO. 042162235
PRINTED NAME Carry Somboune <small>(printed name of person signing above)</small>	STATE OF INCORPORATION MA <small>(If you are a corporation, identify the state of incorporation)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other

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

PAGE 2

(You must return Page 2 with your offer.)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) <div style="text-align: center; font-size: 1.2em;">15 Adams St, Burlington, MA 01803</div>		NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
		Area Code 781	Number 272-0060	Extension 288	Facsimile
		E-mail Address <div style="text-align: center; font-size: 1.1em;">sales@filtersales.com</div>			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <div style="text-align: center; font-size: 1.2em;">15 Adams St, Burlington, MA 01803</div>		ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses) <div style="text-align: center; font-size: 1.2em;">15 Adams St, Burlington, MA 01803</div>			
† <input checked="" type="checkbox"/> Payment Address same as Home Office Address † <input type="checkbox"/> Payment Address same as Notice Address (check only one)		† <input checked="" type="checkbox"/> Order Address same as Home Office Address † <input type="checkbox"/> Order Address same as Notice Address (check only one)			
DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)	
<p>PREFERENCES - A NOTICE TO VENDORS: 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: 1px solid black; height: 100px; margin-top: 10px;"></div>					
† <input checked="" 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)					

End of Page 2

Attachment A

Listing of HVAC air filters

All filters must meet the following general specifications:

1. Pleated;
2. Minimum of 25-35% efficiency rating unless otherwise specified;
3. Material: Polyester Synthetic;
4. Media Material: Synthetic;
5. Bag filters: Media material – Synthetic;
6. Box filters: Media material – Multi-flo synthetic with header on one side of filter;
7. Moisture resistant beverage board frame, double wall frame;
8. Minimum Efficiency Reporting Value (MERV) filters as follows: MERV 8 filters, MERV 13 filters, MERV 13 bag filters, MERV 13 box filters, MERV 14 box filters, MERV 15 bag filters and MERV 15 box filters;
9. ASHRAE STANDARD 52.2;
10. UL CLASS 2 LISTED.

All filters must meet cubic feet per minute (CFM) and Minimum Efficiency Reporting Value (MERV) required.

Instructions:

1. Suppliers should enter the per unit price in the column specified (highlighted yellow). The form automatically calculate the extended price.
2. Suppliers should then enter the total price for all filters, from the blue highlighted cell, into the electronic Sourcing event.
3. A copy of this form should also be uploaded into the Suppliers Attachment area of the Sourcing event.

Item #	Filter Description/Size (in inches)	Estimated Annual Qty	UOM	Unit Price
1	10x20x1 Merv 8	25	EA	\$ 3.40
2	10x36x1x Merv 8	12	EA	\$ 3.57
3	12x12x1 Merv 8	368	EA	\$ 3.34
4	12x16x1 Merv 8	30	EA	\$ 7.50
5	12x20x1 Merv 8	454	EA	\$ 3.40
6	12x24x2 Merv 8	248	EA	\$ 3.38
7	12x24x4 Merv 13	12	EA	\$ 10.54
8	12x24x4 Merv 8	11	EA	\$ 5.70
9	12x30x1 Merv 8	10	EA	\$ 3.57
10	14x18x1 Merv 8	32	EA	\$ 3.42
11	14x20x1 Merv 8	18	EA	\$ 3.31
12	14x24x2 Merv 8	32	EA	\$ 12.40
13	14x30x1 Merv 8	4	EA	\$ 3.61
14	14x30x2 Merv 8	18	EA	\$ 3.87

15	15x20x1 Merv 8	3	EA	\$ 3.45
16	15x20x2 Merv 8	72	EA	\$ 3.61
17	15x24x2 Merv 8	32	EA	\$ 12.40
18	16x16x1 Merv 8	3	EA	\$ 3.23
19	16x20x 1 Merv 8	109	EA	\$ 3.34
20	16x20x2 Merv 8	384	EA	\$ 3.43
21	16x20x4 Merv 13	80	EA	\$ 10.83
22	16x20x4 Merv 8	2	EA	\$ 5.88
23	16x25x1 Merv 8	6	EA	\$ 3.42
24	16x25x2 Merv 13	128	EA	\$ 6.65
25	16x25x2 Merv 8	1222	EA	\$ 3.61
26	16x25x4 Merv 13	44	EA	\$ 11.53
27	16x25x4 Merv 8	48	EA	\$ 6.23
28	16x30x1 Merv 8	40	EA	\$ 3.65
29	16x30x2 Merv 8	48	EA	\$ 4.01
30	16x32x2 Merv 8	82	EA	\$ 13.36
31	18x20x1 Merv 8	448	EA	\$ 3.54
32	18x25x2 Merv 8	16	EA	\$ 4.36
33	18x25x2 Merv 8	16	EA	\$ 4.36
34	18x30x2 Merv 8	8	EA	\$ 12.40
35	18x32x2 Merv 8	8	EA	\$ 13.36
36	19x22x1 Merv 8	192	EA	\$ 10.31
37	19x22x1 Merv 8	4	EA	\$ 10.31
38	20x20x1 Merv 8	1202	EA	\$ 3.42
39	20x20x2 Merv 8	622	EA	\$ 3.61
40	20x20x2 Merv13	4	EA	\$ 6.67
41	20x20x4 Merv 13	42	EA	\$ 11.53
42	20x20x4 Merv 8	32	EA	\$ 6.23
43	20x22x1 Merv 8	8	EA	\$ 3.67
44	20x24x2 Merv 8	368	EA	\$ 3.77
45	20x24x4 Merv 13	56	EA	\$ 12.21
46	20x25x1 Merv 8	84	EA	\$ 3.50
47	20x25x2 Merv 13	32	EA	\$ 7.05
48	20x25x2 Merv 8	1149	EA	\$ 3.81
49	20x25x4 Merv 13	51	EA	\$ 12.40
50	20x25x4 Merv 8	120	EA	\$ 6.71
51	20x30x1 Merv 8	20	EA	\$ 3.62
52	20x30x2 Merv 8	52	EA	\$ 4.28
53	20x32x2 Merv 8	16	EA	\$ 16.04
54	20x35x2 Merv 8	8	EA	\$ 4.88
55	22x25x1 Merv 8	1	EA	\$ 10.31
56	24x24x2 Merv 8	1430	EA	\$ 4.01
57	24x24x4 Merv 8	10	EA	\$ 7.06
58	24x30x1 Merv 8	24	EA	\$ 3.98

59	25x25x1 Merv 8	132	EA	\$ 3.79
60	28x34x2 Merv 8	4	EA	\$ 19.24
61	30x30x1 Merv 8	8	EA	\$ 17.80
62	9x24x1 Merv 8	16	EA	\$ 7.50
63	20x24x12 Merv 15 Box Filter	49	EA	\$ 52.38
64	12x24x12 Merv 15 Box Filter	1	EA	\$ 39.06
65	20x20x12 Merv 13 Box Filter	34	EA	\$ 48.38
66	24x24x12 Merv 13 Box Filter	8	EA	\$ 53.44
67	24x24x12 Merv 13 Box Filter	8	EA	\$ 53.44
68	24x24x12 Merv 13 Box Filter	16	EA	\$ 53.44
69	24x24x12 Merv 13 Box Filter	218	EA	\$ 53.44
70	12x24x12 Merv 13 Box Filter	54	EA	\$ 35.00
71	24x24x22 Merv 13 Bag Filter	22	EA	\$ 22.81
72	12x24x22 Merv 13 Bag Filter	7	EA	\$ 15.94

****TOTAL

****Enter this amount into the Electronic Sourcing event

****Calculation will be (estimated annual quantity * price per filter) * length of tr

box filters;

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	Total
\$	85.00
\$	42.84
\$	1,229.12
\$	225.00
\$	1,543.60
\$	838.24
\$	126.48
\$	62.70
\$	35.70
\$	109.44
\$	59.58
\$	396.80
\$	14.44
\$	69.66

\$	10.35
\$	259.92
\$	396.80
\$	9.69
\$	364.06
\$	1,317.12
\$	866.40
\$	11.76
\$	20.52
\$	851.20
\$	4,411.42
\$	507.32
\$	299.04
\$	146.00
\$	192.48
\$	1,095.52
\$	1,585.92
\$	69.76
\$	69.76
\$	99.20
\$	106.88
\$	1,979.52
\$	41.24
\$	4,110.84
\$	2,245.42
\$	26.68
\$	484.26
\$	199.36
\$	29.36
\$	1,387.36
\$	683.76
\$	294.00
\$	225.60
\$	4,377.69
\$	632.40
\$	805.20
\$	72.40
\$	222.56
\$	256.64
\$	39.04
\$	10.31
\$	5,734.30
\$	70.60
\$	95.52

\$	500.28
\$	76.96
\$	142.40
\$	120.00
\$	2,566.62
\$	39.06
\$	1,644.92
\$	427.52
\$	427.52
\$	855.04
\$	11,649.92
\$	1,890.00
\$	501.82
\$	111.58
\$	62,507.42

re contract (3) years = \$187,522.26 total award.



Re: Notice of Extension of Award for IFB CCU-9300703

From Carry Somboune <csomboune@filtersales.com>

Date Tue 7/8/2025 8:59 AM

To Tracy Okeefe <tokeefe@coastal.edu>

 2 attachments (1 MB)

EXCELAIR - RIGID PAC FILTER.pdf; 600-4-Prime13-Datasheet-S.pdf;

External sender <csomboune@filtersales.com>

Make sure you trust this sender before taking any actions.

Hi Tracy,

I hope you had a great Fourth of July break!

I attached filter specifications for the Merv 13 pleats and box filters.

Thank you

Carry Somboune, CAFS Certified

Territory Manager

Filter Sales & Service, Inc.

15 Adams St., Burlington, MA 01803

www.filtersales.com

D: (781) 265-9285 | T: (781) 272-0060 | F: (781) 272-0227

On Wed, Jul 2, 2025 at 10:03 AM Tracy Okeefe <tokeefe@coastal.edu> wrote:

Carry,

Good morning, Coastal Carolina University received a protest on the Notice of Award for the above referenced solicitation. Can you please confirm that the MERV 13 filters quoted were per the specification ASHRAE Standard 52.2 as noted in the Scope of Work.

If you have documentation that would be extremely helpful.

Hopefully you can confirm no later than July 8th, 2025 at 5:00 p.m.

If you have any questions please let me know.

Regards,

Tracy O'Keefe

Procurement Services

Coastal Carolina University

P.O. Box 261954

Conway, SC 29528-6054

Office: 843.349.2741

tokeefe@coastal.edu

www.coastal.edu



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Features & Benefits | RIGID-PAC

- Suitable for variable air volume (VAV) Systems and turbulent airflow applications
- Rigid design concept for improved performance and durability
- Available in a range of standard sizes
- The Aerodynamic filter design by radial V-pleats with die cut pleat stabilizers resulting in a rigid and stable filter.
- Consistent performance under various operating conditions
- The deep pleated media pack is encased in metal frame and all the four edges of media are bonded to the frame to ensure a leak free operation
- Replaces traditional pocket and box type filters

Specifications | RIGID-PAC

Type	Extended surface deep pleated filter
Filter Grades (EN 779)	M6/F6, F7, F8, F9
Filter Grades (As per ASHRAE 52.2)	MERV 12, MERV 13, MERV 14, MERV 15
Filter Media	Synthetic
Media Support	Expanded Metal Mesh
Frame	GI / SS / Al
Maximum Temperature	80 °C
Recommended Final Pressure Drop	1.50" wg

Applications | RIGID-PAC

-  Hospital
-  Biomedical
-  Pharmaceutical
-  Biotechnology
-  Universities
-  Laboratories
-  Food processing
-  Hospitality Industry
-  Photo processing
-  Kitchen Exhaust Systems

Selection Chart | RIGID-PAC

Model Reference	Actual Dimensions (inches)			Filter Classification		Airflow		Initial Pressure Drop (Inch W.G)		Media Area (Sq.ft.)	
	Width	Height	Depth	EN 779	ASHRAE 52.2	CFM	CMH	Header	Box	Header	Box
ERPF-12x24x12-(HDR/BX)-F9	11.30	23.30	11.50	F9	MERV 15	1000	1700	0.53	0.49	27	33
ERPF-24x12x12-(HDR/BX)-F9	23.30	11.30	11.50	F9	MERV 15	1000	1700	0.53	0.49	27	33
ERPF-20x20x12-(HDR/BX)-F9	19.30	19.30	11.50	F9	MERV 15	1400	2375	0.53	0.49	39	46
ERPF-20x24x12-(HDR/BX)-F9	19.30	23.30	11.50	F9	MERV 15	1665	2830	0.53	0.49	48	54
ERPF-24x24x12-(HDR/BX)-F9	23.30	23.30	11.50	F9	MERV 15	2000	3400	0.53	0.49	57	66
ERPF-12x24x6-(HDR/BX)-F9	11.30	23.30	5.90	F9	MERV 15	500	850	0.53	0.49	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F9	23.30	11.30	5.90	F9	MERV 15	500	850	0.53	0.49	14	17.5
ERPF-20x20x6-(HDR/BX)-F9	19.30	19.30	5.90	F9	MERV 15	700	1187	0.53	0.49	20	23.5
ERPF-20x24x6-(HDR/BX)-F9	19.30	23.30	5.90	F9	MERV 15	835	1415	0.53	0.49	24	28
ERPF-24x24x6-(HDR/BX)-F9	23.30	23.30	5.90	F9	MERV 15	1000	1700	0.53	0.49	29	33
ERPF-12x24x12-(HDR/BX)-F8	11.30	23.30	11.50	F8	MERV 14	1000	1700	0.46	0.44	27	33
ERPF-24x12x12-(HDR/BX)-F8	23.30	11.30	11.50	F8	MERV 14	1000	1700	0.46	0.44	27	33
ERPF-20x20x12-(HDR/BX)-F8	19.30	19.30	11.50	F8	MERV 14	1400	2375	0.46	0.44	39	46
ERPF-20x24x12-(HDR/BX)-F8	19.30	23.30	11.50	F8	MERV 14	1665	2830	0.46	0.44	48	54
ERPF-24x24x12-(HDR/BX)-F8	23.30	23.30	11.50	F8	MERV 14	2000	3400	0.46	0.44	57	66
ERPF-12x24x6-(HDR/BX)-F8	11.30	23.30	5.90	F8	MERV 14	500	850	0.46	0.44	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F8	23.30	11.30	5.90	F8	MERV 14	500	850	0.46	0.44	14	17.5
ERPF-20x20x6-(HDR/BX)-F8	19.30	19.30	5.90	F8	MERV 14	700	1187	0.46	0.44	20	23.5
ERPF-20x24x6-(HDR/BX)-F8	19.30	23.30	5.90	F8	MERV 14	835	1415	0.46	0.44	24	28
ERPF-24x24x6-(HDR/BX)-F8	23.30	23.30	5.90	F8	MERV 14	1000	1700	0.46	0.44	29	33
ERPF-12x24x12-(HDR/BX)-F7	11.30	23.30	11.50	F7	MERV 13	1000	1700	0.36	0.35	27	33
ERPF-24x12x12-(HDR/BX)-F7	23.30	11.30	11.50	F7	MERV 13	1000	1700	0.36	0.35	27	33
ERPF-20x20x12-(HDR/BX)-F7	19.30	19.30	11.50	F7	MERV 13	1400	2375	0.36	0.35	39	46
ERPF-20x24x12-(HDR/BX)-F7	19.30	23.30	11.50	F7	MERV 13	1665	2830	0.36	0.35	48	54
ERPF-24x24x12-(HDR/BX)-F7	23.30	23.30	11.50	F7	MERV 13	2000	3400	0.36	0.35	57	66
ERPF-12x24x6-(HDR/BX)-F7	11.30	23.30	5.90	F7	MERV 13	500	850	0.36	0.35	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F7	23.30	11.30	5.90	F7	MERV 13	500	850	0.36	0.35	14	17.5
ERPF-20x20x6-(HDR/BX)-F7	19.30	19.30	5.90	F7	MERV 13	700	1187	0.36	0.35	20	23.5
ERPF-20x24x6-(HDR/BX)-F7	19.30	23.30	5.90	F7	MERV 13	835	1415	0.36	0.35	24	28
ERPF-24x24x6-(HDR/BX)-F7	23.30	23.30	5.90	F7	MERV 13	1000	1700	0.36	0.35	29	33
ERPF-12x24x12-(HDR/BX)-F6	11.30	23.30	11.50	F6	MERV 12	1000	1700	0.30	0.29	27	33
ERPF-24x12x12-(HDR/BX)-F6	23.30	11.30	11.50	F6	MERV 12	1000	1700	0.30	0.29	27	33
ERPF-20x20x12-(HDR/BX)-F6	19.30	19.30	11.50	F6	MERV 12	1400	2375	0.30	0.29	39	46
ERPF-20x24x12-(HDR/BX)-F6	19.30	23.30	11.50	F6	MERV 12	1665	2830	0.30	0.29	48	54
ERPF-24x24x12-(HDR/BX)-F6	23.30	23.30	11.50	F6	MERV 12	2000	3400	0.30	0.29	57	66
ERPF-12x24x6-(HDR/BX)-F6	11.30	23.30	5.90	F6	MERV 12	500	850	0.30	0.29	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F6	23.30	11.30	5.90	F6	MERV 12	500	850	0.30	0.29	14	17.5
ERPF-20x20x6-(HDR/BX)-F6	19.30	19.30	5.90	F6	MERV 12	700	1187	0.30	0.29	20	23.5
ERPF-20x24x6-(HDR/BX)-F6	19.30	23.30	5.90	F6	MERV 12	835	1415	0.30	0.29	24	28
ERPF-24x24x6-(HDR/BX)-F6	23.30	23.30	5.90	F6	MERV 12	1000	1700	0.30	0.29	29	33

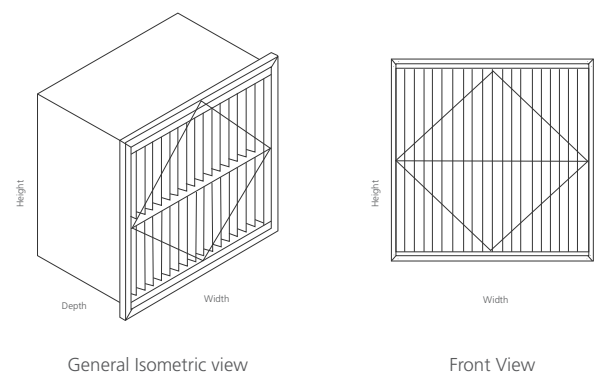
Model Ref.Numbering Scheme | RIGID-PAC

ERPF-20x24x4-(HDR/BX)-F7

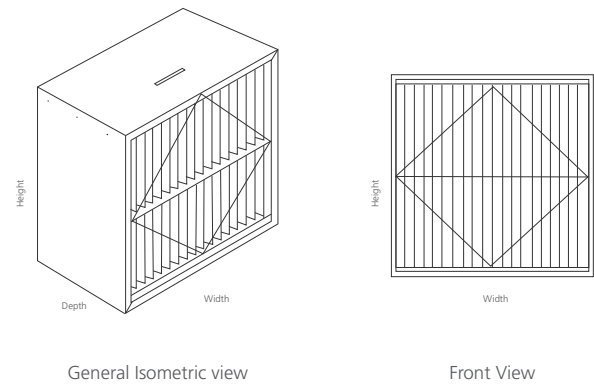
- E : Excelair
- RPF : RIGID PAC FILTER
- 20x24x4 : Width x Height x Depth
- HDR / BX : Header / Box Type Construction
- F7 : Grade

Size Selection | RIGID-PAC

HEADER TYPE CONFIGURATION



BOX TYPE CONFIGURATION:



Note: The photos shown are only for illustration purpose. The actual product may vary. Please contact the technical/sales department for more information. As a part of continuous improvement, CMS reserve the right to make technical modifications without prior notice. All non-standard sizes are available upon request. Please contact factory for details.

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Products from



Manufacturer:

Century Mechanical Systems Factory LLC
Tel: +971 4 3474858, Fax : +971 4 3474656
P.O Box: 60270, Dubai, United Arab Emirates
E mail: info@cmsglobal.com





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Since 1982

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Features & Benefits | RIGID-PAC

- Suitable for variable air volume (VAV) Systems and turbulent airflow applications
- Rigid design concept for improved performance and durability
- Available in a range of standard sizes
- The Aerodynamic filter design by radial V-pleats with die cut pleat stabilizers resulting in a rigid and stable filter.
- Consistent performance under various operating conditions
- The deep pleated media pack is encased in metal frame and all the four edges of media are bonded to the frame to ensure a leak free operation
- Replaces traditional pocket and box type filters

Specifications | RIGID-PAC

Type	Extended surface deep pleated filter
Filter Grades (EN 779)	M6/F6, F7, F8, F9
Filter Grades (As per ASHRAE 52.2)	MERV 12, MERV 13, MERV 14, MERV 15
Filter Media	Synthetic
Media Support	Expanded Metal Mesh
Frame	GI / SS / Al
Maximum Temperature	80 °C
Recommended Final Pressure Drop	1.50" wg

Applications | RIGID-PAC

-  Hospital
-  Biomedical
-  Pharmaceutical
-  Biotechnology
-  Universities
-  Laboratories
-  Food processing
-  Hospitality Industry
-  Photo processing
-  Kitchen Exhaust Systems

Selection Chart | RIGID-PAC

Model Reference	Actual Dimensions (inches)			Filter Classification		Airflow		Initial Pressure Drop (Inch W.G)		Media Area (Sq.ft.)	
	Width	Height	Depth	EN 779	ASHRAE 52.2	CFM	CMH	Header	Box	Header	Box
ERPF-12x24x12-(HDR/BX)-F9	11.30	23.30	11.50	F9	MERV 15	1000	1700	0.53	0.49	27	33
ERPF-24x12x12-(HDR/BX)-F9	23.30	11.30	11.50	F9	MERV 15	1000	1700	0.53	0.49	27	33
ERPF-20x20x12-(HDR/BX)-F9	19.30	19.30	11.50	F9	MERV 15	1400	2375	0.53	0.49	39	46
ERPF-20x24x12-(HDR/BX)-F9	19.30	23.30	11.50	F9	MERV 15	1665	2830	0.53	0.49	48	54
ERPF-24x24x12-(HDR/BX)-F9	23.30	23.30	11.50	F9	MERV 15	2000	3400	0.53	0.49	57	66
ERPF-12x24x6-(HDR/BX)-F9	11.30	23.30	5.90	F9	MERV 15	500	850	0.53	0.49	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F9	23.30	11.30	5.90	F9	MERV 15	500	850	0.53	0.49	14	17.5
ERPF-20x20x6-(HDR/BX)-F9	19.30	19.30	5.90	F9	MERV 15	700	1187	0.53	0.49	20	23.5
ERPF-20x24x6-(HDR/BX)-F9	19.30	23.30	5.90	F9	MERV 15	835	1415	0.53	0.49	24	28
ERPF-24x24x6-(HDR/BX)-F9	23.30	23.30	5.90	F9	MERV 15	1000	1700	0.53	0.49	29	33
ERPF-12x24x12-(HDR/BX)-F8	11.30	23.30	11.50	F8	MERV 14	1000	1700	0.46	0.44	27	33
ERPF-24x12x12-(HDR/BX)-F8	23.30	11.30	11.50	F8	MERV 14	1000	1700	0.46	0.44	27	33
ERPF-20x20x12-(HDR/BX)-F8	19.30	19.30	11.50	F8	MERV 14	1400	2375	0.46	0.44	39	46
ERPF-20x24x12-(HDR/BX)-F8	19.30	23.30	11.50	F8	MERV 14	1665	2830	0.46	0.44	48	54
ERPF-24x24x12-(HDR/BX)-F8	23.30	23.30	11.50	F8	MERV 14	2000	3400	0.46	0.44	57	66
ERPF-12x24x6-(HDR/BX)-F8	11.30	23.30	5.90	F8	MERV 14	500	850	0.46	0.44	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F8	23.30	11.30	5.90	F8	MERV 14	500	850	0.46	0.44	14	17.5
ERPF-20x20x6-(HDR/BX)-F8	19.30	19.30	5.90	F8	MERV 14	700	1187	0.46	0.44	20	23.5
ERPF-20x24x6-(HDR/BX)-F8	19.30	23.30	5.90	F8	MERV 14	835	1415	0.46	0.44	24	28
ERPF-24x24x6-(HDR/BX)-F8	23.30	23.30	5.90	F8	MERV 14	1000	1700	0.46	0.44	29	33
ERPF-12x24x12-(HDR/BX)-F7	11.30	23.30	11.50	F7	MERV 13	1000	1700	0.36	0.35	27	33
ERPF-24x12x12-(HDR/BX)-F7	23.30	11.30	11.50	F7	MERV 13	1000	1700	0.36	0.35	27	33
ERPF-20x20x12-(HDR/BX)-F7	19.30	19.30	11.50	F7	MERV 13	1400	2375	0.36	0.35	39	46
ERPF-20x24x12-(HDR/BX)-F7	19.30	23.30	11.50	F7	MERV 13	1665	2830	0.36	0.35	48	54
ERPF-24x24x12-(HDR/BX)-F7	23.30	23.30	11.50	F7	MERV 13	2000	3400	0.36	0.35	57	66
ERPF-12x24x6-(HDR/BX)-F7	11.30	23.30	5.90	F7	MERV 13	500	850	0.36	0.35	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F7	23.30	11.30	5.90	F7	MERV 13	500	850	0.36	0.35	14	17.5
ERPF-20x20x6-(HDR/BX)-F7	19.30	19.30	5.90	F7	MERV 13	700	1187	0.36	0.35	20	23.5
ERPF-20x24x6-(HDR/BX)-F7	19.30	23.30	5.90	F7	MERV 13	835	1415	0.36	0.35	24	28
ERPF-24x24x6-(HDR/BX)-F7	23.30	23.30	5.90	F7	MERV 13	1000	1700	0.36	0.35	29	33
ERPF-12x24x12-(HDR/BX)-F6	11.30	23.30	11.50	F6	MERV 12	1000	1700	0.30	0.29	27	33
ERPF-24x12x12-(HDR/BX)-F6	23.30	11.30	11.50	F6	MERV 12	1000	1700	0.30	0.29	27	33
ERPF-20x20x12-(HDR/BX)-F6	19.30	19.30	11.50	F6	MERV 12	1400	2375	0.30	0.29	39	46
ERPF-20x24x12-(HDR/BX)-F6	19.30	23.30	11.50	F6	MERV 12	1665	2830	0.30	0.29	48	54
ERPF-24x24x12-(HDR/BX)-F6	23.30	23.30	11.50	F6	MERV 12	2000	3400	0.30	0.29	57	66
ERPF-12x24x6-(HDR/BX)-F6	11.30	23.30	5.90	F6	MERV 12	500	850	0.30	0.29	13.50	16.75
ERPF-24x12x6-(HDR/BX)-F6	23.30	11.30	5.90	F6	MERV 12	500	850	0.30	0.29	14	17.5
ERPF-20x20x6-(HDR/BX)-F6	19.30	19.30	5.90	F6	MERV 12	700	1187	0.30	0.29	20	23.5
ERPF-20x24x6-(HDR/BX)-F6	19.30	23.30	5.90	F6	MERV 12	835	1415	0.30	0.29	24	28
ERPF-24x24x6-(HDR/BX)-F6	23.30	23.30	5.90	F6	MERV 12	1000	1700	0.30	0.29	29	33

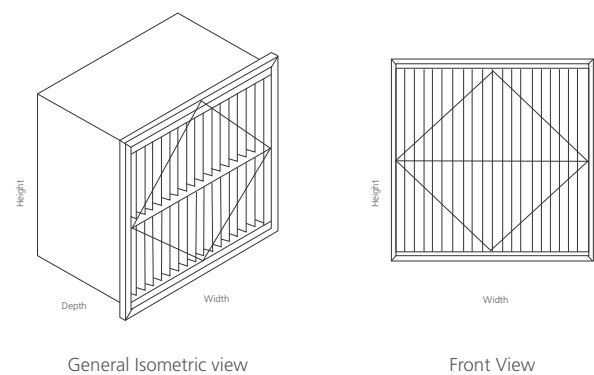
Model Ref.Numbering Scheme | RIGID-PAC

ERPF-20x24x4-(HDR/BX)-F7

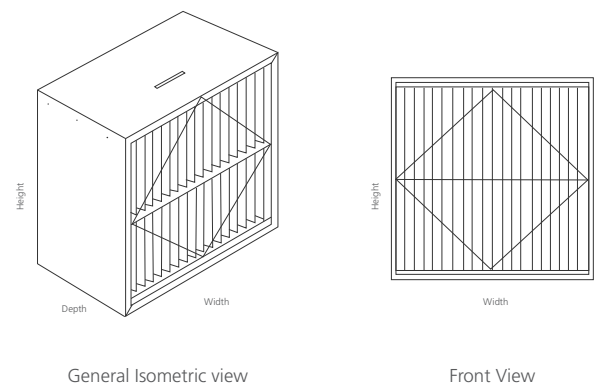
- E : Excelair
- RPF : RIGID PAC FILTER
- 20x24x4 : Width x Height x Depth
- HDR / BX : Header / Box Type Construction
- F7 : Grade

Size Selection | RIGID-PAC

HEADER TYPE CONFIGURATION



BOX TYPE CONFIGURATION:



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EXCELAIR

Air Filters



Products from



Manufacturer:

Century Mechanical Systems Factory LLC
Tel: +971 4 3474858, Fax : +971 4 3474656
P.O Box: 60270, Dubai, United Arab Emirates
E mail: info@cmsglobal.com

