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EXECUTIVE DIRECTOR

## Written Determination

**Matter of:** MAR Construction Company, Inc.

**File No.:** 2026-106

**Posting Date:** August 27, 2025

**Contracting Entity:** South Carolina Department of Corrections

**Solicitation No.:** 5400028456

**Description:** Flooring and Installation

### DIGEST

Under a solicitation issued by the South Carolina Department of Corrections (SCDC) seeking quotes to provide and install vinyl tile flooring and modular carpet, a protest by MAR Construction Company, Inc. (MAR) to correct its bidding error is denied. However, because the awarded bidder, Bay Product Development, LLC, lacks the requisite contractor's license and therefore cannot legally perform the work, SCDC's award is vacated and the procurement is remanded back to SCDC. MAR's protest is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210. This determination is based on the evidence and applicable law and precedents.

## BACKGROUND

On July 25, 2025, SCDC issued Solicitation number 5400028456 requesting quotes<sup>1</sup> to provide and install 5,724 square feet of vinyl tile flooring and 3,653 square feet of modular carpet. [Exhibit B] SCDC subsequently issued three amendments, none of which are pertinent to this dispute.<sup>2</sup>

The bid schedule in the solicitation was a unit price bid schedule. The solicitation stated:

### UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

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### CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The “Extended Price” will be calculated by multiplying the “Quantity” by the “Unit Price.” The lowest bidder will be determined as the Offeror having the lowest Total Bid Price. [06-6050-1]

[06-6050-1]

### UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

[highlighting supplied]

Rather than ask for a unit price per square foot for both supplying and installing the material, SCDC separated price for installation from the material price and provided for different units of measure for each. The bid schedule is summarized as follows:

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<sup>1</sup> SCDC utilized the request for quotes solicitation form because it expected bids under \$50,000. Nonetheless, SCDC included protest clauses for acquisitions greater than \$50,000 in the solicitation.

<sup>2</sup> Amendment 1 answered vendor questions. Amendments 2 and 3 modified the bid opening date.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
Vinyl Tile	5,724	Square Foot		
Install Vinyl Tile	1	Each		
Carpet	3,653	Square Foot		
Install Carpet	1	Each		

By the deadline for receipt of bids, SCDC received two bids, one from MAR and one from Bay Product Development, LLC (BPD), a Wisconsin company.

MAR bid a unit price of \$16,225 per square foot for the vinyl tile material but also listed the extended price for this material as \$16,225. Similarly, MAR bid a unit price of \$12,885 per square foot for the carpet material but also listed the extended price as \$12,885. [Exhibit C] Adhering to provision mandating that the unit prices control and using MAR's unit prices to calculate the extended amounts, MAR submitted a high bid of \$139,959,830.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
Vinyl Tile	5,724	Square Foot	\$16,225.00	\$92,871,900.00
Install Vinyl Tile	1	Each	\$13,555.00	\$13,555.00
Carpet	3,653	Square Foot	\$12,885.00	\$47,068,905.00
Install Carpet	1	Each	\$5,470.00	\$5,470.00
			<b>Total</b>	<b>\$139,959,830.00</b>

Using the same approach to analyzing BPD's bid, BPD submitted a low bid of \$72,511.68. [Exhibit D]

Item	Quantity	Unit of Measure	Unit Price	Extended Price
Vinyl Tile	5,724	Square Foot	\$3.22	\$18,431.28
Install Vinyl Tile	1	Each	\$28,465.00	\$28,465.00
Carpet	3,653	Square Foot	\$4.88	\$17,826.64
Install Carpet	1	Each	\$7,608.76	\$7,608.76
			<b>Total</b>	<b>\$72,331.68</b>

Instead of determining MAR's bid to be the high bid; however, SCDC determined MAR's bid to be nonresponsive. [Exhibit E] On July 29, 2025, SCDC posted notice of its award of a contract to BPD. [Exhibit F] MAR timely protested.

## DETERMINATION

MAR argues that it made an error in bidding that is “an obvious minor clerical error” that should be treated as a minor informality and irregularity per Section 11-35-1520(13). In so arguing, MAR asserts that its unit prices for the material were its extended prices and should be treated as such. MAR argues that by treating its unit prices as extended prices, it would have been the low bidder with a bid price of \$48,135. As attractive as MAR’s argument is, it ignores both the requirement to bid a unit price and the clause mandating that unit price controls. Unit prices control the determination of the extended amounts, bid totals, and price adjustments due to changes in quantities.<sup>3</sup> Even in its protest, MAR does not supply its intended unit price, perhaps considering unit prices irrelevant or leaving SCDC and the CPO to make a mathematical assumption that may not be true.

Contrary to SCDC’s determination, this is not a matter of responsiveness. MAR bid unit prices for every line item on SCDC’s bid schedule. However, those unit prices make MAR’s bid the high bid. MAR is not asking to correct a matter of non-responsiveness but a mistake in its bid price. Correction of a mistake in bid is controlled by Section 11-35-1520(7), which states:

Correction or Withdrawal of Bids; Cancellation of Awards. Correction ... of inadvertently erroneous bids before or after award ... may be permitted in accordance with regulations promulgated by the board. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted. After opening, bids must not be corrected ... except in accordance with the provisions of this code and the regulations promulgated pursuant to it. Except as otherwise provided by regulation, all decisions to permit the correction ... of bids ... must be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency.

Per this Section, the Board promulgated Regulation 19-445.2085 to govern withdrawal or correction of inadvertently erroneous bids and cancellations of awards. Regulation 19-445.2085B

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<sup>3</sup> The solicitation provides “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): ... (b) by unit prices specified in the Contract or subsequently agreed upon.”

addresses the situation where a high bidder request to make a bid correction that will make it the low bidder. This Regulation states:

**Correction Creates Low Bid.**

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

Put another way, both the existence of a mistake and the correction of that mistake must be clearly evident on the face of the bid without resort to any other information. If one must confirm any information with the bidder, a correction is not appropriate. Here MAR's unit prices for material are exorbitantly high. Therefore, one can safely assume MAR made a mistake in listing its unit prices. Even if one assumes the unit price is mistaken, MAR's bid does not clearly provide its intended unit prices. To derive an intended unit price from the bid, one must make another assumption—that the extended prices are correct, and that MAR intended the unit prices to be the extended price divided by the total units. Though the resulting unit prices were likely the ones MAR intended, one cannot get there with certainty from MAR's bid alone. These assumptions must be confirmed by extraneous evidence such as MAR's bid preparation documentation. Because one must resort to extraneous evidence to confirm these assumptions, MAR may not correct its bid mistake.<sup>4</sup>

Despite the foregoing, there is one major problem with BPD's bid which MAR does not raise but which the CPO cannot ignore. In South Carolina, it is illegal for SCDC to award a contract to a

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<sup>4</sup> MAR's protest raises the question of the state's requirements for a performance and payment bond for the work if it exceeds \$50,000. It does not appear that MAR raises this as a ground of protest but instead points out that it is not included in BPD's bid price. Regardless of MAR's intent in raising this issue, it is worth observing that Section 29-6-250 does require a governmental body to obtain a payment bond when a contract to improve real property exceeds \$50,000. The purpose of this provision is to provide a substitute for a mechanic's lien. Chapter 5 of Title 29 provides for mechanic's liens in situation such as this when in the private sector. But, since one cannot foreclose public property, contractors on public projects need some other form of protection; hence the requirement for a payment bond. Therefore, MAR is correct that SCDC is required to obtain a payment bond for the work of this solicitation if the price exceeds \$50,000.

bidder who is not a licensed contractor when the work requires the bidder to be licensed.<sup>5</sup> S.C. Code Ann. § 40-11-200(B). A part of the work of this solicitation is carpeting which is not work requiring a contractor's license under Title 40, Chapter 11. [Exhibit G] However, this solicitation was not just for providing and installing carpet but also vinyl floor tile. Per Section 40-11-410(4)(c), offering to provide and install flooring other than carpeting requires a General Contractors-Specialty license with a Nonstructural Renovation subclassification (NR). Per Section 40-11-410(1), the NR scope is also included in the General Contractors-Building (BD) license classification. Therefore, a contractor with either a NR or BD license may offer to install and actually install vinyl tile flooring. But an unlicensed contractor may not legally offer to install nor install vinyl tile flooring. See S.C. Code Ann. § 40-11-30. BPD lacks any South Carolina contractor's license and therefore cannot legally offer to install nor install vinyl tile flooring.

BPD may have intended to subcontract the licensed work, but such intent does not help BPD in this case. To consider BPD's legal inability one must look to what the contractors' licensing laws have to say about prime contractors and sole prime contractors. The law states:

"Prime contractor" means an entity that contracts directly with an owner to perform general or mechanical construction.

S.C. Code Ann. §40-11-20(20)

"Sole prime contractor" means the prime contractor for a project on which there is only one prime contractor.

S.C. Code Ann. §40-11-20(24).

In this case, BPD is contracting directly with SCDC and is therefore a prime contractor. Moreover, no contractor other than BPD is contracting with SCDC to perform the work of the solicitation, meaning that BPD is offering to perform the work as a sole prime contractor. However, the contractors' licensing law places limits on the legal ability of a bidder to act as a sole prime contractor stating:

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<sup>5</sup> Per the Procurement Code, a bidder that lacks a required license in a non-responsible bidder. S.C. Code Ann. §§11-35-1410(9) and 1810, and Regulation 19-445.2125A(4).

Qualifications for acting as sole prime contractor.

An entity licensed under the classifications or subclassifications in **Sections 40-11-410(1), (2), or (3)** may act as a sole prime contractor on a project if **forty percent or more of the work as measured by the total cost of construction** falls under one or more of the licensee's license classifications or subclassifications. An entity licensed under the classifications or subclassifications in **Section 40-11-410(4) and (5)** may act as sole prime contractor if **fifty-one percent or more of the work** falls under one or more of the licensee's license classifications or subclassifications.

S.C. Code Ann. § 40-11-340 [emphasis supplied]

BPD lacks any license and is therefore not qualified to act as a sole prime contractor for this work.

The CPO is aware of a policy or former policy of the Contractors' Licensing Board allowing unlicensed contractors to bid as sole prime contractors where the unlicensed work exceeds 50% of the total cost of construction and none of the work requiring licensure is a sufficient portion of the total cost of construction for any one licensed contractor to bid the work as a sole prime contractor, provided the unlicensed bidder subcontracts the work requiring licensure to properly licensed subcontractors.<sup>6</sup> [Exhibit H] But this exception does not help BPD.

To understand what license is required to bid as a sole prime contractor and when the exception policy applies, one must understand the meaning of "total cost of construction." The contractors' licensing law states:

"Total cost of construction" means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit, and incidental expenses for the entire project.

S.C. Code Ann. § 40-11-20(26)

Therefore, the total cost of construction for the vinyl tile not only includes the cost to SCDC of the labor to install it but the cost of the material as well. Using BPD's bid, the


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<sup>6</sup> While the Contractor Licensing Board no longer publishes this policy on its website (as far as the CPO can determine), it does appear from recent experience that its staff is still applying the policy, at least when a project is majority demolition combined with some licensed construction work. As a final note, since this policy was issued in April of 2020, the value of work requiring a license increased from \$5,000 to \$10,000.

total cost for construction for the vinyl tile is \$46,896.28, which is 65% of BPD's total bid price of \$72,331.68. The unlicensed carpeting work is only 35% of BPD's total bid. Since the unlicensed portion of the work is less than 50% of the total cost, and the work requiring either an NR or BD license is 65% of the total, a bidder must have either a NR or BD license to bid the work of this solicitation as a sole prime contractor. BPD lacks a contractor's license altogether and is not qualified to bid this solicitation. Moreover, SCDC cannot legally award the contract to BPD.

## **DECISION**

For the foregoing reasons, the CPO vacates SCDC's award of a contract to BPD and remands this matter back to SCDC to proceed in accordance with the Procurement Code.



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John St. C. White  
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.

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

FILING FEE: Pursuant to Proviso 111.1 of the 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 J&Hs, 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**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

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

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

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

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



Exhibit A

P.O. Box 9 \* 2401 Wilson Road Newberry, SC 29108  
Phone: 803.597.5353 Fax: 803.597.5355

August 8, 2025

Chief Procurement Officer  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201

Sent Via Email: Protest-mmo@mmo.state.sc.us

Ref: Project Number: 5400028456  
South Carolina Department of Corrections  
Flooring and Installation

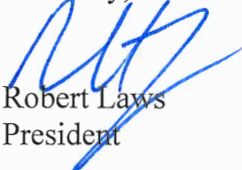
MAR Construction is protesting the award of this project on the basis that we are the lowest responsive and responsible bidder per section 11-35-1520 section (10).


MAR Construction stands by its total bid price of \$48,135.00. This price is \$24,196.68 (33%) lower than the awarded contractor's price of \$72,331.68. Representing a substantial savings to the State. Per section 11-35-1520 section (13), minor informalities and irregularities may be waived when it is to the advantage of the State. The bid form for this project switched between one each for the quantity for labor and a square foot quantity for the materials. MAR Construction made a clerical error in not showing our quantity unit price on the material line items correctly. This is an obvious minor clerical error and not a miscalculation. Our extended bid prices are completed correctly on the bid form and total to \$48,135.00. We believe it is advantageous to the State of South Carolina, and to the SC Department of Corrections to waive this irregularity and award the bid to the lowest bidder, MAR Construction.

MAR Construction Company is a reputable company that has been in business for over 47 years. During this time MAR Construction has completed many successful projects with the State of South Carolina. We respectfully ask that you reconsider your award on this project on the basis that our bid represents the lowest responsive bid, and that it is in the best interest of the Department of Corrections, and the State to do so. Thank you for your time reviewing our protest.

Also note as currently awarded the project would meet the State's criteria for needing payment and performance bonds since the price is over the fifty-thousand dollar limit. This may be an additional cost that the Department of Corrections could incur if the \$72,331.68 bid is accepted.

Sincerely,

  
Robert Laws  
President

	<h2 style="margin: 0;">State of South Carolina</h2> <h3 style="margin: 0;">Request for Quote</h3>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Solicitation:</td> <td style="border: none;">5400028456</td> </tr> <tr> <td style="border: none;">Date Issued:</td> <td style="border: none;">06/25/2025</td> </tr> <tr> <td style="border: none;">Procurement Officer:</td> <td style="border: none;">Teresa Smith</td> </tr> <tr> <td style="border: none;"><b>BID EMAIL:</b></td> <td style="border: none;"><b>BIDSUBMISSIONS@DOC.SC.GOV</b></td> </tr> <tr> <td style="border: none;">Phone:</td> <td style="border: none;">803-896-4768</td> </tr> <tr> <td style="border: none;">E-Mail Address:</td> <td style="border: none;">Smith.teressa@doc.sc.gov</td> </tr> </table>	Solicitation:	5400028456	Date Issued:	06/25/2025	Procurement Officer:	Teresa Smith	<b>BID EMAIL:</b>	<b>BIDSUBMISSIONS@DOC.SC.GOV</b>	Phone:	803-896-4768	E-Mail Address:	Smith.teressa@doc.sc.gov
Solicitation:	5400028456													
Date Issued:	06/25/2025													
Procurement Officer:	Teresa Smith													
<b>BID EMAIL:</b>	<b>BIDSUBMISSIONS@DOC.SC.GOV</b>													
Phone:	803-896-4768													
E-Mail Address:	Smith.teressa@doc.sc.gov													

DESCRIPTION: **Flooring and Installation**

USING GOVERNMENTAL UNIT: **The SC Department of Corrections**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b> SC Department of Corrections Attn: Purchasing Branch <b>4530 Broad River Road</b> Columbia SC 29210	<b>PHYSICAL ADDRESS:</b> SC Department of Corrections Attn: Purchasing Branch 4530 Broad River Road Columbia SC 29210
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SUBMIT OFFER BY (Opening Date/Time): **07/08/2025 @ 10:00 am ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/01/2025 @ 10:00 am ET** (See "Questions From Offerors" provision)

**YOUR BID MAY BE EMAILED TO:**

**[bidsubmissions@doc.sc.gov](mailto:bidsubmissions@doc.sc.gov)**

**SUBJECT LINE MUST STATE SOLICITATION NUMBER**

**\*\*\*\*\*BID NOT TO BE SENT TO BUYERS EMAIL ADDRESS\*\*\*\*\***

NUMBER OF COPIES TO BE SUBMITTED: <b>1</b>	Award will be posted on <b>07/15/2025</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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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.)

<b>NAME OF OFFEROR</b>  <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.
<b>AUTHORIZED SIGNATURE</b>  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	<b>DATE SIGNED</b>
<b>TITLE</b>  <small>(business title of person signing above)</small>	<b>STATE VENDOR NO.</b>  <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
<b>PRINTED NAME</b>  <small>(printed name of person signing above)</small>	<b>STATE OF INCORPORATION</b>  <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 \_\_\_\_\_

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

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

PAGE TWO (SEP 2009)

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to establish a source of supply and service for the purchase of **Flooring and Installation for The South Carolina Department of Corrections Prison Industries Division to be delivered to Bennettsville, SC.** The initial term of the contract will be six (6) months on a “will call” basis.

[01-1015-1]

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)**

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

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

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

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Contract,” either optional or mandatory, the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Contract.”

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

[02-2A003-4]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number

and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

**AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

**AWARD NOTIFICATION (MAR 2024)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

**BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

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

**BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

**BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

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

(i) Those prices.

(ii) The intention to submit an offer; or

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

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any



other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/coderegs/statmast.php>  
[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://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 State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State 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. [02-2A047-3]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

## **DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the

State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

### **ETHICS CERTIFICATE (MAY 2008)**

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

### **MULTIPLE OFFERS (MAR 2024)**

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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

### **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

### **PRICING (MAR 2024)**

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more-line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

### **OPEN TRADE REPRESENTATION (JUN 2015)**

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

### **PROTESTS (MAY 2024)**

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 Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days

after request. All document requests should be directed to the procurement officer listed on cover page one. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at [www.procurement.sc.gov/legal](http://www.procurement.sc.gov/legal) [02-2A085-3]

#### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of law.

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

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

#### **PUBLIC OPENING (JAN 2004)**

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

#### **QUESTIONS FROM OFFERORS (FEB 2015)**

PLEASE ADDRESS ALL QUESTIONS VIA EMAIL TO THE PROCUREMENT OFFICER; <a href="mailto:smith.teressa@doc.sc.gov">smith.teressa@doc.sc.gov</a>
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(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. **Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page.** Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

#### **REJECTION/CANCELLATION (JAN 2004)**

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

#### **RESPONSIVENESS (MAR 2024)**

Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

#### **SIGNING YOUR OFFER (JAN 2004)**

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

## STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(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 STATE 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 State 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 State 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 State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. 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 the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the 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) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification 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, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov> . [02-2A135-2]

## **VENDOR REGISTRATION MANDATORY (MAY 2024)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number, Note that your vendor registration submission may take up to 30 Days to process due to the high number of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 - Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

### DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

### ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

#1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

#3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

#4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

[02-2B105-2]

### PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

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

### PREFERENCES - SC/US END-PRODUCT (SEP 2009)

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

### PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least



thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

### **PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

### **PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)**

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

### **PROTEST - CPO - MMO ADDRESS (MAR 2024)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmommo@mmo.state.sc.us](mailto:protest-mmommo@mmo.state.sc.us) , or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

### **RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)**

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. [02-2B127-1]

### **SAMPLES (MODIFIED)**

SCDC will contact vendors by email to submit the required sample for testing / evaluation after bid opening if required.



**Sample Requirements if requested:**

Standard flooring sample required specifications and documentation that the sample meets all product specifications.

Free samples may be required for testing and/or evaluation. When requested, your failure to provide a sample by the required date may result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples when requested.

**Send Sample to If Requested:**

**SCDC Purchasing Branch -Attn: Teresa Smith – 5400028456 -4530 Broad River Road-Columbia, SC 29210**  
[02-2B130-1]

**UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

**III. SCOPE OF WORK/SPECIFICATIONS**

**Pricing must be FOB Destination to include all shipping charges.**

**Flooring must be quoted with installation services as a “will call when needed” basis through December 25.**

**Offerors must bid on ALL line items. -Partial bidding not accepted.**

**Armstrong Parallel USA 20 LVT BP**

- 6” x 48” – 36 SQ/CT (5,724 total sq/ft)
- Color - Long Beach Golden Sand - Vinyl –
- **Color is non-negotiable. All flooring must be from same lot number and finish.**
- Flooring must include Armstrong Roll Smart Adhesive (5 each, 4-Gal)

**Mannington Cryptogram**

- CPT
- 18” x 36” – (3653 total sq/ft)
- Color – Oscillator 31373 –
- **Color is non-negotiable. All flooring must be from same lot number and finish.**
- Flooring must include Adhesive

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (MODIFIED)**

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

**For The SC Department of Corrections – 1120 Oakwood St., Bennettsville, SC 29512**

**DELIVERY DATE – 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, **all items shall be delivered no later than Thirty Days after contractor's receipt of the purchase order.** If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order.

[03-3037-1]

**INSTALLATION (JAN 2006)**

Contractor shall install all items acquired pursuant to this contract as follows:

**Will call as need through December 2025**

[3-3050-1]

**QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

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

### MINORITY PARTICIPATION (APR 2024)

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

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

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

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

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

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

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

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

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

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

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (. ) [04-4015-4]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. Both supplies and installation [06-6040-1]

### **CALCULATING THE LOW BID**

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The "Extended Price" will be calculated by multiplying the "Quantity" by the "Unit Price." The lowest bidder will be determined as the Offeror having the lowest Total Bid Price. [06-6050-1]  
[06-6050-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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 non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

## **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

## **CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)**

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

## **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-3]

## **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

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

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

[07-7A020-1]

## **DISPUTES (MAY 2024)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-2]

## **EFT INFORMATION (APR 2024)**

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

## **EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (MAY 2024)**

(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) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

## **OPEN TRADE (JUN 2015)**

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

## **ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)**

(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 State 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 State 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 State may terminate the contract for default. [07-7A054-1]

## **PAYMENT and INTEREST (FEB 2021)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (" an amount not to exceed fifteen percent each year " ), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax

collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

## **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

## **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise. [07-7A090-1]

## **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith.
- (b) method of shipment or packing.
- (c) place of delivery.
- (d) description of services to be performed.

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

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

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

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

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

## **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

## **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

## **CONTRACT LIMITATIONS (JAN 2006)**

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. [07-7B045-1]

## **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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



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

[07-7B075-1]

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

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.

[07-7B120-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

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

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

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

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

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

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

[07-7B160-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

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

## **SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)**

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

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. 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 State. 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 State 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 State 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 State 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 State, 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 number 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 State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0001</b>	5724	Square foot		
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> ARMSTRONG PARALLEL USA 20 ML - LONG BEACH OAK GOLDEN SAND -INCLUDES ARMSTRONG ROLL STRONG LVT SMART ADHESIVE (5 each, 4-Gal)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	each		
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF THE ARMSTRONG PARALLEL USA 20ML TO INCLUDE ALL MATERIALS, TOOLS, ETC. - 5724 SF				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0003</b>	3653	Square foot		
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> CPT TILE SQUARE YARDS - MANNINGTON CRYPTOGRAM 18X36 COLOR OSCILLATOR 31373 – 3653 SQ FT (432 SQ YD)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0004</b>	1	each		
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF CPT TILE TO INCLUDE ALL MATERIALS, TOOLS, ETC 3653 SQ FT (432 SQ YD)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## IX. ATTACHMENTS TO SOLICITATION

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <http://dor.sc.gov>

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at [dor.sc.gov](http://dor.sc.gov)

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://dor.sc.gov>

[09-9005-5]

## **AVOID COMMON BIDDING MISTAKES**

*Review this checklist prior to submitting your bid.*

*If you fail to follow this checklist, you risk having your bid rejected.*

**DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!**

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

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

**MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**

**HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.**

**MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.**

**MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.**

**CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!**

**CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!**

**IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**


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

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

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



# Exhibit C

	<b>State of South Carolina</b>  <b>Request for Quote Amendment 3</b>	Solicitation: <b>5400028456</b> Date Issued: 07/02/2025 Procurement Officer: Teresa Smith <b>BID EMAIL:</b> <b>BIDSUBMISSIONS@DOC.SC.GOV</b>
		Phone: 803-896-4768 E-Mail Address: Smith.teressa@doc.sc.gov

DESCRIPTION: **Flooring and Installation**

USING GOVERNMENTAL UNIT: **The SC Department of Corrections**

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

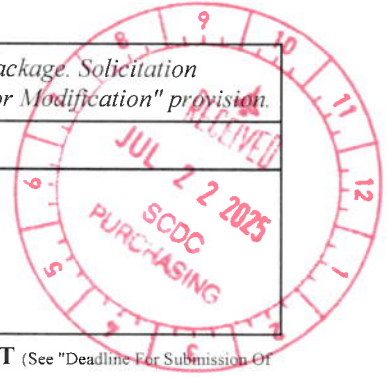
SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:**

SC Department of Corrections  
 Attn: Purchasing Branch  
**4530 Broad River Road**  
 Columbia SC 29210

**PHYSICAL ADDRESS:**

SC Department of Corrections  
 Attn: Purchasing Branch  
 4530 Broad River Road  
 Columbia SC 29210



SUBMIT OFFER BY (Opening Date/Time): ~~07/08/2025~~ ~~07/15/2025~~ **7/22/2025** @ 10:00 am ET (See "Deadline For Submission Of Offer" provision)


QUESTIONS MUST BE RECEIVED BY: **07/01/2025 @ 10:00 am ET** (See "Questions From Offerors" provision)

~~YOUR BID MAY BE EMAILED TO:~~

~~**bidsubmissions@doc.sc.gov**~~

~~SUBJECT LINE MUST STATE SOLICITATION NUMBER~~

\*\*\*\*\***BID NOT TO BE SENT TO BUYERS EMAIL ADDRESS**\*\*\*\*\*

NUMBER OF COPIES TO BE SUBMITTED: 1	Award will be posted on <del>07/15/2025</del> <del>07/22/2025</del> <b>07/29/2025</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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  <b>MAR Construction Company, Inc.</b>  <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 <b>07/22/2025</b>
TITLE <b>President</b>  <small>(business title of person signing above)</small>	STATE VENDOR NO. <b>7000026828</b>  <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
PRINTED NAME <b>Robert Laws</b>  <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <b>South Carolina</b>  <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 \_\_\_\_\_

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

# PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>2401 Wilson Road</p> <p>Newberry, SC 29108</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>P.O. Box 9 Newberry, SC 29108</p> <p>803-597-5353 ext. 305 _____ Area Code - Number - Extension Facsimile</p> <p>robertl@marconstruction.com _____ E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p><input type="checkbox"/> Payment Address same as Home Office Address <input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p><input checked="" type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)</p>
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**ACKNOWLEDGMENT OF AMENDMENTS**  
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	07/01/2025	2	07/02/2025	3	07/14/2025		

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <https://procurement.sc.gov/osp/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)

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	5724	Square foot	\$16,225.00	\$16,225.00
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> ARMSTRONG PARALLEL USA 20 ML - LONG BEACH OAK GOLDEN SAND -INCLUDES ARMSTRONG ROLL STRONG LVT SMART ADHESIVE (5 each, 4-Gal)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	each	\$13,555.00	\$13,555.00
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF THE ARMSTRONG PARALLEL USA 20ML TO INCLUDE ALL MATERIALS, TOOLS, ETC. - 5724 SF				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	3653	Square foot	\$12,885.00	\$12,885.00
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> CPT TILE SQUARE YARDS - MANNINGTON CRYPTOGRAM 18X36 COLOR OSCILLATOR 31373 – 3653 SQ FT (432 SQ YD)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1	each	\$5,470.00	\$5,470.00
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF CPT TILE TO INCLUDE ALL MATERIALS, TOOLS, ETC 3653 SQ FT (432 SQ YD)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



Client#: 193137

MR2

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Propel Insurance</b> <b>1410 Blanding Street; Suite 100</b> <b>COM Construction SRM</b> <b>Columbia, SC 29201-2967</b>		<b>CONTACT NAME:</b> Karen Shelton <b>PHONE (A/C, No, Ext):</b> 800 499-0933 <b>E-MAIL ADDRESS:</b> Karen.Shelton@propelinsurance.com <b>FAX (A/C, No):</b> 866 577-1326	
<b>INSURED</b> <b>M A R Construction Company Inc</b> <b>2401 Wilson Road</b> <b>Newberry, SC 29108</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Middlesex Insurance Company</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		<b>NAIC #</b> <b>23434</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		A0268741005	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		A0268741001	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		A0268741008	01/01/2025	01/01/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	A0268741007	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Lease/Rent Equip Deductible		A0268741003	01/01/2025	01/01/2026	125,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



WARNING - THIS DOCUMENT CONTAINS SECURITY FEATURES LISTED ON REVERSE SIDE

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

## CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.10444

### MAR CONSTRUCTION COMPANY INC

2401 WILSON ROAD  
NEWBERRY SC 29108

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

## GENERAL CONTRACTOR

for each Classification and Group Limitation listed below:

(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

**Building-BD5, Grading-GD5**

LICENSE NUMBER: CLG.10444

Initial License Date: 12/14/1982

EXPIRATION DATE: 10/31/2026

Qualifying Party(s): ROBERT F LAWS JR, CHRISTINE  
'MICHELLE' ROZBITSKY

Group Limitation Per Job (i.e. BD2 = Group 2):  
Group #1 - \$100,000      Group #4 - \$3,000,000  
Group #2 - \$400,000      Group #5 - \$Unlimited  
Group #3 - \$1,000,000 *M. LaRue*  
Board Executive

\*\*\* It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business on their behalf. \*\*\*





July 22, 2025

**Qualifications**

SC Department of Corrections  
Attn: Purchasing Branch  
4530 Broad River Road  
Columbia SC 29210

Dear Teresa Smith,

MAR Construction is pleased to submit our proposal for the Flooring and Installation for the South Carolina Department of Corrections.

MAR Construction Company, Inc. is a commercial general contractor and construction manager holding a group 5 unlimited SC contractor's license#10444 and general construction manager license#1161. MAR Construction was founded in the state of South Carolina on May 10<sup>th</sup> of 1977. We incorporated on January 5<sup>th</sup> 1978. During our 47 years in business, we've had the opportunity to complete numerous projects ranging from 250 to over 100,000 square feet working with a variety of customers and design professionals. We have completed projects for various state agencies, local counties and cities, school districts across the state, as well as federal and private entities.

We are qualified to provide the requested professional services, MAR currently holds similar contracts with other school districts in the state. Please see our list of references for contact information. We have an adequate staff of 30 employees, expertise, experience, organization, and support personnel to perform the work required under this contract. MAR also has appropriate financial, material, equipment, facility, and personnel resources required. MAR Construction has never been terminated from any project, nor have we ever had any suspensions, debarments, or significant litigation. Financial information to be provided upon request.

Our main office is located at 2401 Wilson Road, Newberry, SC, and we are registered with the South Carolina Secretary of State. Robert Laws will be the key contact for this project. His contact information is below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robert Laws', is written over a blue horizontal line.

Robert Laws  
President, MAR Construction  
[RobertL@MARConstruction.com](mailto:RobertL@MARConstruction.com)

MAR Construction Company  
Subcontractor Identification  
Flooring Installation  
Solicitation: 5400028335

Subcontractor Identification- Scope of Work- Flooring Installation

Subcontractor: Rucker Floor Service, LLC  
Address: 1646 Highway 21, Swansea SC 29160  
Point of Contact: Brittany Rucker  
Phone Number: 803-796-5206  
Email: [brittany@ruckerfloorservice.com](mailto:brittany@ruckerfloorservice.com)

Rucker Floor Service, LLC. has been in business for over five years.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

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

### MINORITY PARTICIPATION (APR 2024)

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

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

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

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

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

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

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

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

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

( If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.) [04-4015-4]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

	<b>State of South Carolina</b>  <b>Request for Quote</b>	Solicitation: 54000284 Date Issued: 06/25/202 Procurement Officer: Teresa S <b>BID EMAIL:</b> BIDSUBM Phone: 803-896-47 E-Mail Address: Smith.tere
--	--	---

DESCRIPTION: **Flooring and Installation**USING GOVERNMENTAL UNIT: **The SC Department of Corrections**

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

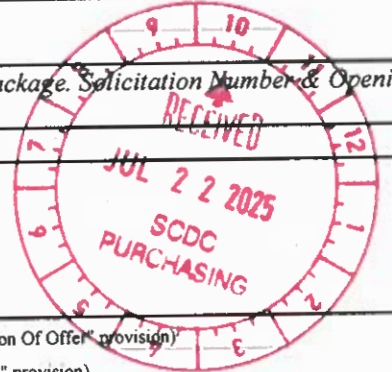
SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:**

SC Department of Corrections  
 Attn: Purchasing Branch  
**4530 Broad River Road**  
 Columbia SC 29210

**PHYSICAL ADDRESS:**

SC Department of Corrections  
 Attn: Purchasing Branch  
 4530 Broad River Road  
 Columbia SC 29210

SUBMIT OFFER BY (Opening Date/Time): **07/08/2025 @ 10:00 am ET** (See "Deadline For Submission Of Offer" provision)QUESTIONS MUST BE RECEIVED BY: **07/01/2025 @ 10:00 am ET** (See "Questions From Offerors" provision)

YOUR BID MAY BE EMAILED TO:

**bidsubmissions@doc.sc.gov**

SUBJECT LINE MUST STATE SOLICITATION NUMBER

\*\*\*\*\***BID NOT TO BE SENT TO BUYERS EMAIL ADDRESS**\*\*\*\*\*

NUMBER OF COPIES TO BE SUBMITTED: <b>1</b>	Award will be posted on <b>07/15/2025</b> . The award, this solicitation, any am notices will be posted at the following web address: <b><u>http://www.procurement</u></b>
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 a open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)	
NAME OF OFFEROR <b>Bay Product Development</b>  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identifie as the offeror must be a single and distinct legal entity. Do not use the name of a branch offi the branch or division is not a separate legal entity, i.e., a separate corporation, partnership,
(Person must be authorized to submit binding offer to contract on behalf of Offeror)	DATE SIGNED <b>7/7/2025</b>
TITLE  (business title of person signing above)	STATE VENDOR NO. <b>7000182433</b> (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
PRINTED NAME <b>Nick Mowery</b> (printed name of person signing above)	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)

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

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

COVER PAGE - PAPER ONLY (MAR. 2015)

**PAGE TWO**

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)  <b>2260 Bay Settlement Rd Green Bay, WI 54311</b>	NOTICE ADDRESS (Address to which all procurement and contract related notices sh
--	--

	Area Code - Number - Extens	
	E-mail Address	
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase O	
<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)	
<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)		
Amendment No.	Amendment Issue Date	Amendment No.
<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)
<p><b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):</b> On June 16, 2009, the South Carolina General Assembly rewrote the law g 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 nev <b>PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADI</b></p> <p><b>STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CC</b></p> <p><b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> Please provide the address and phone number for your in-state o Preference (11-35-1524(C)(1)(i)&amp;(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide thi you are claiming the Resident Subcontractor Preference (11-35-1524(D)).</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)	
PAGE TWO (SEP 2009)	End of PAGE TWO	

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## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	5724	Square foot	3.22	18,431.28
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> ARMSTRONG PARALLEL USA 20 ML - LONG BEACH OAK GOLDEN SAND -INCLUDES ARMSTRONG STRONG LVT SMART ADHESIVE (5 each, 4-Gal)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
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SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	each	28,465	28,465
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				

**Item Description:** INSTALLATION OF THE ARMSTRONG PARALLEL USA 20ML TO INCLUDE ALL MATERIALS, TOOLS, 5724 SF

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	3653	Square foot	4.88	17,826.64

**Product Catg.:** 36020 - Floor Covering Seamless (All Types)

**Item Description:** CPT TILE SQUARE YARDS - MANNINGTON CRYPTOGRAM 18X36 COLOR OSCILLATOR 31373 – 3653 (432 SQ YD)

Question	Mandatory / Optional	Multiple Responses	Response
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		Accepted?	
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1	each	7608.76	7608.76
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF CPT TILE TO INCLUDE ALL MATERIALS, TOOLS, ETC 3653 SQ FT (432 SQ YD)				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Information. For a FAQ on these Preferences, Please See <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>			
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="https://procurement.sc.gov/osp/preferences">https://procurement.sc.gov/osp/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

## IX. ATTACHMENTS TO SOLICITATION

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each

payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <http://dor.sc.gov>

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at [dor.sc.gov](http://dor.sc.gov)

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://dor.sc.gov>  
[09-9005-5]

## **AVOID COMMON BIDDING MISTAKES**

***Review this checklist prior to submitting your bid.***

***If you fail to follow this checklist, you risk having your bid rejected.***

***DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!***

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

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

***MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

***HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.***

***MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.***

***MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.***

***CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!***

***CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!***

***IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.***

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

**South Carolina Department of Corrections**  
**Memo for Record**  
**Written Determination for Non-Responsive Offer**

Solicitation Number: **5400028456**  
Solicitation Description: **Flooring - Installation**  
Offer Submitted By: **MAR Construction**

The following excerpts are from the original Solicitation Document relevant to the determination of a Non-Responsive Offer.

**UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

**RESPONSIVENESS (MAR 2024):**

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

**Per Regulation 19-445.2085 B. MAR Construction, has been deemed non-responsive.**

*Regulation 19-445.2085 B. states: To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.*

Teresa Smith

Procurement -SC Department of Corrections

July 29, 2025

Date

Stephen Z. Pullio

Division Director of Procurement Services  
SC Department of Corrections

7-29-2025

Date



South Carolina Department of Corrections  
4530 Broad River Road  
Columbia, SC 29210

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this award.  
Chief Procurement Officer -Materials Management Office -1201 Main Street, Suite 600 -Columbia, SC 29201  
Facsimile: 803-737-0639  
E-mail: [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us)

**Statement of Award**

**Posting Date: July 29, 2025**

**Solicitation : 5400028456**  
**Issue Date : 06/25/2025**  
**Opening Date: 07/22/2025**  
**Description : Flooring and Installation**

**Awarded to: Bay Product Development**  
**2260 Bay Settlement Road**  
**Green Bay, WI 54311**  
**(920) 469-1972**  
**[Nick@bayproductdevelopment.com](mailto:Nick@bayproductdevelopment.com)**  
**Vendor #: 7000321633**

**Evaluated Amount: \$72,331.68**  
**Awarded Amount: \$72,331.68**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0001</b>	5724	Square foot	\$3.22	\$18,431.28
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> ARMSTRONG PARALLEL USA 20 ML - LONG BEACH OAK GOLDEN SAND -INCLUDES ARMSTRONG ROLL STRONG LVT SMART ADHESIVE (5 each, 4-Gal)				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0002</b>	1	each	\$28,465.00	\$28,465.00
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF THE ARMSTRONG PARALLEL USA 20ML TO INCLUDE ALL MATERIALS, TOOLS, ETC. - 5724 SF (The initial term of the contract will be six (6) months on a "will call" basis.)				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0003</b>	3653	Square foot	\$4.88	\$17,826.64
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				

**Item Description:** CPT TILE SQUARE YARDS - MANNINGTON CRYPTOGRAM 18X36 COLOR OSCILLATOR  
31373 – 3653 SQ FT (432 SQ YD)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1	each	\$7,608.76	\$7,608.76
<b>Product Catg.:</b> 36020 - Floor Covering Seamless (All Types)				
<b>Item Description:</b> INSTALLATION OF CPT TILE TO INCLUDE ALL MATERIALS, TOOLS, ETC 3653 SQ FT (432 SQ YD) (The initial term of the contract will be six (6) months on a “will call” basis.)				

**Procurement Officer:** Teresa Smith



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## **NON-REGULATED WORK - NO LICENSE REQUIRED**

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**ALTHOUGH NO SPECIFIC LICENSE IS REQUIRED TO PERFORM THE WORK LISTED BELOW, PORTIONS OF THE WORK THAT ARE REGULATED BY THIS BOARD MAY REQUIRE A GENERAL OR MECHANICAL CONTRACTOR LICENSE WITH THE APPROPRIATE CLASSIFICATION(S) PURSUANT TO SC CODE ANN. §40-11-410 WHEN THE TOTAL COST OF CONSTRUCTION FOR THE REGULATED WORK IS GREATER THAN \$10,000.**

- ASBESTOS REMOVAL ([SC-DES](#))
- BILLBOARDS / SCORE BOARDS / SIGNS <sup>1</sup>
- **COMMERCIAL CARPET INSTALLATION**
- CLEANING: DUCTS / STORM DRAINS / TANKS / WATER-SEWER LINES <sup>2</sup>
- COMMUNICATIONS (telephone/computers) <sup>3</sup>
- CRANES (temporary, assembly, maintenance, and transporting)
- DEBRIS REMOVAL
- DEMOLITION ([SC-DES](#))
- ELEVATORS ([LLR-Elevators](#))
- EQUIPMENT / MACHINERY / GENERATORS (assembly and setting only) <sup>4</sup>
- EXTERIOR RECREATIONAL SURFACES <sup>5</sup>
- FENCING (except Concrete, Masonry or Electric) <sup>6</sup>
- FIRE SUPPRESSION SYSTEMS (non-water based systems only) <sup>7</sup>
- HAULING
- IRRIGATION (except back flow device)
- LAND CLEARING / GRUBBING
- LANDSCAPING
- LOW VOLTAGE CABLE WIRING AND INSTALLATION (except Boring & Tunneling)
- PLAYGROUND EQUIPMENT
- PRESSURE VESSELS (except Boilers)
- SCALES ([SC Dept. of Agriculture](#))
- SCAFFOLDING (non-permanent)
- SEAL COATINGS
- SEPTIC TANKS ([SC-DES](#))
- WELL DRILLING ([LLR-Environmental Certification](#))

**A license is required for any regulated work listed below if the total cost of construction is greater than \$10,000:**

1. Internal electrical work does not require a license; however, the final connection to the power source requires the "Electrical" license classification.
2. Cleaning only. Disassembly/modification/repair/replacement requires licensure: Ductwork = "Air Conditioning" or "Packaged Equipment" license classification. Storm Drains/Water/Sewer Lines = "Water & Sewer Lines" license classification. Tanks (depends on type of tank): "Pipelines", "A/C" or "PK", "Plumbing", "Refrigeration", or "Water & Sewer Lines" license classification.
3. Communication Towers require a "Structural Framing" license classification. A communications building requires a "Building" license classification. A concrete slab or foundation requires a "Concrete" license classification.
4. Connections to utilities, structural modifications and concrete work requires the "Electrical", "Building" or "Concrete" license classification.
5. Asphalt or concrete surface work requires the "Asphalt Paving" or "Concrete Paving" license classification.
6. Electric Fencing requires obtaining a Burglar Alarm license. See: <https://llr.sc.gov/clb/licensure.aspx>
7. Water-based systems require a "Fire Sprinkler" license. See: [https://llr.sc.gov/clb/licensure\\_sprinkler.aspx](https://llr.sc.gov/clb/licensure_sprinkler.aspx)

**Resources:**

- SC-DES (SC Dept. of Environmental Services) - (803) 898-3630
- LLR Office of Elevators and Amusement Rides - (803) 896-7630
- SC Department of Agriculture - (803) 734-2210
- LLR Environmental Certification Board - (803) 896-4430

**General and Mechanical Contracting Practice Act:**

- See SC Code Ann. §40-11-410 for all regulated classifications of work requiring a license:  
[www.scstatehouse.gov/code/t40c011.php](http://www.scstatehouse.gov/code/t40c011.php)



Mark Sanford  
Governor

Adrienne Riggins Youmans  
Director

South Carolina  
Department of Labor, Licensing and Regulation

Contractors' Licensing Board



110 Centerview Drive;  
Post Office Box 11329  
Columbia, SC 29211-1329  
Office Phone: (803) 896-4686  
Licensing Section FAX: (803) 896-4701  
[www.llr.state.sc.us](http://www.llr.state.sc.us)

## Policy for Bid Requirements

Based upon the definition of "general contractor" or "mechanical contractor," a license is required to bid a construction project only if the overall scope of work for construction falls within the regulated major general contractor classifications of building, highway, public utility, specialty or general contractor subclassifications or the major mechanical contractor subclassifications. The total cost of construction, including all labor, profit, and materials, regardless of who buys and pays for the materials, determines whether or not a license is required. **If the total cost of the project is greater than \$5,000 and the nature of the work falls within one of the general or mechanical contractor major or subclassifications, a proper license is required.**

In order to determine which major or subclassification license is required, it must be determined under which major license classification the work should be placed. In other words, what type work is the project? Is it a building, highway, public utility, specialty, or mechanical project? Is most of the work related to or ancillary to one of the major or subclassification licenses? A general contractor with a major or sub general contractor classification may submit a bid for the entire project if 40% of the total cost of construction is within his license classification and group limitation. A mechanical contractor may submit a bid for the entire project if 51% of the total cost of construction is within his license classification and group limitation. A general contractor with a specialty subclassification may submit a bid for the entire project if 51% of the total cost of construction is within his license classification and group limitation.

If the scope of work for a construction project is within one of the general or mechanical contractor major or subclassifications, any properly licensed contractor that meets the above required bid percentages may submit a bid. When any regulated contracting project does not have a segmented scope of work that is equal to or greater than 40%, any properly licensed contractor that has a scope of work in the project may submit a bid. Refer to the S.C. Code of Laws, Section 40-11-340, 1979, as amended.

If the project is determined not to be within the general or mechanical contractor major or subclassifications, any entity that engages in a scope of work that is within the project may submit a bid. Any unlicensed contractor that is awarded the bid, must hire properly licensed contractors for any regulated work that is within the major or subclassifications and is over the \$5,000 threshold requiring licensure. A contractor's license is not required to perform the unregulated work.

An example of a project not requiring licensure would be when the project is a demolition and building project. The demolition of the existing building could be \$400,000 and building a new building on the site could be \$100,000. There is construction involved, some regulated and some not regulated. The regulated building work is 20% of the cost



**Policy on Bid Requirements  
S. C. Contractors' Licensing Board**

of the project. This is under the 40% requirement to bid the work. Therefore, a demolition company may bid the job along with a properly licensed building contractor. The demolition entity could demolish the building but would have to hire properly licensed contractors to construct the building. There would not be anyone more qualified to demolish the building than a contractor who does this for a living. It would be imprudent, but not unlawful, for a licensed building contractor to bid the project because he could demolish the building and not have any expertise in demolition.

The installation of equipment is another example of work that does not require a license as a general or mechanical contractor. An architect, engineer or awarding authority may determine that the majority of the scope of work to be performed is the installation of equipment. This type of project is not within any general or mechanical contractor classification and is, therefore, an unregulated project, because the total cost of the unregulated work is more than the total cost of the regulated portions and no single regulated portion is more than 40% of the total cost. Thus, anyone may submit a bid, including the unlicensed contractor. However, any unlicensed contractor who is awarded the bid for the total job must hire properly licensed contractors for any subcontract work greater than \$5,000 for work that is within any contractor licensing classification. No license is necessary for a subcontractor engaged in the unregulated portion of the project.

Approved by Board 4/20/2000