Clemson University Standard Bidding Terms and Conditions – Revision D
Effective November 15, 2020

This document contains standard bidding instructions and conditions that apply to all solicitations conducted by Clemson University. Instructions and terms specific to an individual solicitation will also apply and are considered in addition to these standard terms and conditions. In case of conflict between terms of a specific solicitation and this document, the terms of the specific solicitation take precedence.

DEFINITIONS - EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

ADDENDUM – means a document issued to supplement the original solicitation document.

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.

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 as explained in the clause of the contract titled "Changes," if included therein, authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation or the entity providing work to the University.

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 "Supplier" is used interchangeably with the term "Offeror." See bidding provision entitled "Bid/Proposal As Offer To Contract."

PROCUREMENT OFFICER – means the person, or his successor, identified as the Contact on solicitation, award or PO.

YOU and YOUR – means Offeror.

SEALED BID – means Competitive Sealed Bid [S.C. Code § 11-35-1520].

SOLICITATION – means the online solicitation document and all parts, attachments, attributes, and any Addenda to the specific Invitation For Bid, Best Value Bid, Fixed Price Bid, Request For Proposal, or Request For Qualification, including the Clemson University Standard Bidding Terms and Conditions and Clemson University Standard Terms of Purchase.

SUBCONTRACTOR – means any person having a contract to perform work for a Contractor as a part of the Contractor's Contract arising from this solicitation.

UNIVERSITY – means Clemson University and its officers, affiliates, representatives, agents, and employees.

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

ADDENDA TO SOLICITATION: (a) The Solicitation may be revised at any time prior to opening. All actual and prospective Offerors should monitor the Clemson bidding system.
(b) Offerors shall acknowledge receipt of any addenda to this solicitation by responding to the solicitation as revised in the Clemson bidding system.
(c) If this solicitation is revised, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be posted at the location specified in the bid attributes. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the seventh day after such notice is given. Notifications under this clause will be sent to the Offerors through the University online bidding system.

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

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

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING: Offerors not responding to the initial solicitation may be added to the awarded supplier's list provided the supplier furnishes evidence of responsibility and responsiveness to the University's original fixed price bid as authorized by the solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER S.C. Code § 16-9-10 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 offer, 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 offer];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

COMPETITION FROM PUBLIC ENTITIES: If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. [S.C. Reg. 117-304.1].

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be typewritten in the appropriate location on the bid form. Errors can be corrected prior to bid opening/due date/time by "retracting" your bid in the system and resubmitting. Once the Bid Closing date/time has passed a bid cannot be retracted and therefore not corrected. Do not modify the solicitation document itself (including bid schedule).

CONTENTS OF OFFER (Request for Proposal): (a) Offers should be complete and carefully worded and should convey all of the information requested.
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of the capabilities required by the Request For Proposal. Emphasis should be on completeness and clarity of content.
(c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer.
(d) Offers must be submitted as a single technical document either as a .pdf file or as a .doc file attached as part of your bid submittal. These technical documents must not contain any financial information unless specifically requested to do so in the solicitation. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the State's time set for opening has arrived, shall be rejected unless the offer has been delivered electronically prior to the bid opening. [S.C. Reg. 19-445.2070(G)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DISCUSSIONS WITH SUPPLIERS: Unless the procurement is a competitive sealed bid or competitive fixed price bidding, after opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. If a Best Value Bid, the procurement officer may ask a responsive supplier to clarify an ambiguity in its bid, but no material modification of the bid may be made.

DRUG FREE WORKPLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code, Title 44, Chapter 107.

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

END USER LICENSE AGREEMENT/SOFTWARE AGREEMENT SCOPE LIMITATIONS: No licensing agreement is valid unless executed through this procurement process. This includes "click-thru" or "click to accept" End User License Agreements (EULAs) and other software agreements that attempt to commit the university to additional terms and conditions by end user action. Institutional commitments are only valid if they are accepted and signed by authorized University personnel.

ETHICS CERTIFICATE: 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 S.C. Code, Title 8, Chapter 13(Ethics Act). The following statutes require special attention: § 8-13-700, regarding use of official position for financial gain; § 8-13-705, regarding gifts to influence action of public official; § 8-13-720, regarding offering money for advice or assistance of public official; §§ 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; § 8-13-775, prohibiting public official with economic interests from acting on contracts; § 8-13-790, regarding recovery of kickbacks; § 8-13-1150, regarding statements to be filed by consultants; and § 813-1342, regarding restrictions on contributions by a contractor to a candidate who participated in awarding a 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 § 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

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

ONLINE REGISTRATION: You must register in the online bidding system to submit an offer. (Please note that registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue.)

PREFERENCES - A NOTICE TO SUPPLIERS: S.C. Code §11-35-1524 governs preferences available to in-state suppliers, suppliers using in-state subcontractors, and suppliers selling in-state or US end products. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **SUPPLIERS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. 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** No Preference applies if a single unit has a price in excess of $50,000 or a single award has a potential value exceeding $500,000.

PREFERENCES – S.C./U.S. END-PRODUCT: S.C. Code § 11-35-1524 provides a preference to suppliers offering South Carolina end-products or U.S. 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 S.C. Code § 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" provision.

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE: To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty
percent for a 2% preference or forty percent of supplier'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. [S.C. Code § 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. [S.C. Code § 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 YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

PREFERENCES - RESIDENT SUPPLIER PREFERENCE: To qualify for this Preference, 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 supplier 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; (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); or (3) at the time of bidding, directly employs or has 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 supplier for those individuals to provide those services exceeds fifty percent of the supplier's total bid price .

PRINTING MANUAL: The South Carolina Government Printing Services manual, dated September 28, 2005, governs both the procurement and any resulting contract for printing services and is hereby incorporated by reference. You are responsible for obtaining a copy of the manual. This manual is available at www.procurement.sc.gov. No overruns or underruns will be accepted.

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the 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. [S.C. Reg. 19-445.2010] (b) You are advised to familiarize yourself with S.C. Reg. 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***. [S.C. Reg. 19-445.2165]

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract with an actual or potential value of $50,000 (fifty thousand dollars) or more, you may be entitled to protest, but only as provided in S.C. Code § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in S.C. Code § 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING: If this solicitation is indicated as a Sealed Bid, Best Value Bid, or Request For Proposal, offers will be publicly opened at the close date / time and at the location identified in the solicitation, or last Addendum, whichever is applicable. If this solicitation is indicated as an Invitation for Bid or Request for Quotation, it will not be a public opening.

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

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated in the Event Activities section of the online bidding system. Email any questions to the appropriate Procurement Officer and be sure to include the solicitation's title and number. Oral explanations or instructions will not be binding. [*See* S.C. Reg. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Addendum 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 University seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

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

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the University or its employees, agents or officials***. All communications must be solely with the Procurement Officer.

This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.
(b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to the University.***

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE: This clause does not apply if a single unit has a price in excess of $50,000 or a single award has a potential value exceeding $500,000 because the preference does not apply. If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause, and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest supplier, unless the substituted subcontractor qualifies for the preference. [S.C. Code § 11-35-1524(D)(5)(c)]

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

SUBMITTING YOUR OFFER, MODIFICATION, or WITHDRAWAL: Unless specifically instructed otherwise in the solicitation, you must submit your offer or modification in the University online bidding system. You must register in the system to view the complete solicitation and submit an offer. Only offers with a status of “Submitted” have been received by the University. Offers with a status of “saved” or “unsubmitted” have not been received.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES: This clause does not apply if a single unit has a price in excess of $50,000 or a single award has a potential value exceeding $500,000 because the preference does not apply. If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the 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. [S.C. § 11-35-1524(B)(4)]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to S.C. Code § 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 S.C. Code § 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand ($50,000) dollars annually. A taxpayer is eligible to claim the credit for ten (10) 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 (10) consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor’s Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

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

UNIVERSITY AS PROCUREMENT AGENT (a) Authorized Agent. All authority regarding the conduct of 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 University with regard to this procurement.
(b) Purchasing Liability. The Procurement Officer is an employee of the University acting on behalf of the University pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the University.

UNIVERSITY OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal government processes so that offers cannot be opened at the University Procurement Office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If the University offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Useful information may be available at: http://www.clemson.edu/.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by “retracting” your bid at any time before the exact time set for closing. The withdrawal and correction of Offers is governed by S.C. Code §11-35-1520 and S.C. Reg. 19-445.2085. In order to withdraw Your Offer after the minimum period specified in the bid attributes, you must notify the Procurement Officer in writing.