DESCRIPTION: The Citadel is seeking written quotes for moving services to relocate office furniture, classroom furniture, and related items from Capers Hall to multiple other locations on campus. The accompanying diagrams at the end of this RFQ, labeled A1 through A6, display where items are currently located and where they will be moved to.

PERFORMANCE DATES: May 17, 2021 through May 21, 2021

SUBMIT WRITTEN QUOTE by: Friday, April 2, 2021 at 2:00 PM via email attachment to the Procurement Officer listed above.

QUESTIONS: All questions regarding this quote request shall be submitted in writing to the email address of the Procurement Officer listed above at least two (2) business days before quotes are due.

You must submit a signed copy of this page and page #2 with your quote. By signing, You agree to be bound by all terms of the Solicitation.

<table>
<thead>
<tr>
<th>NAME OF OFFEROR</th>
<th>(Full legal name of business submitting the offer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY AWARD ISSUED</td>
<td>(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.)</td>
</tr>
<tr>
<td>AUTHORIZED SIGNATURE</td>
<td></td>
</tr>
<tr>
<td>DATE SIGNED</td>
<td></td>
</tr>
<tr>
<td>PRINTED NAME &amp; TITLE</td>
<td>(Name and business title of person signing above)</td>
</tr>
<tr>
<td>STATE VENDOR NO.</td>
<td>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurment.sc.gov">www.procurment.sc.gov</a>)</td>
</tr>
<tr>
<td>TAXPAYER IDENTIFICATION NO.</td>
<td></td>
</tr>
<tr>
<td>STATE OF INCORPORATION</td>
<td>(If you are a corporation, identify the state of incorporation)</td>
</tr>
</tbody>
</table>
Vendors who are claiming preferences must make it clear which preferences are being requested.

Resident Contractor ____  Resident Sub-Contractor____

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

PRECONDITIONS - 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)

HOME OFFICE ADDRESS  (Address for Offeror's home office / principal place of business)  NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump sum to complete entire Scope of Work that includes all labor, materials, equipment, supplies and 1,500 boxes</td>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Additional boxes (1 Unit=50 boxes)</td>
<td>TBD</td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

Quote Amount:

Area Code - Number - Extension Facsimile
E-mail Address
A. SCOPE OF WORK
The Citadel is preparing for an upcoming office move for faculty and staff, from an existing building to offices, classroom swing spaces, and storage. The items being moved will be papers and books that the faculty will pack in boxes, furniture from both classrooms and offices, and some miscellaneous equipment. A general list of items is provided below. The Contractor shall provide moving services to relocate the office and classroom contents as listed in these specifications.

1. Schedule: May 17th – 21st, 7:00 am – 5:00 pm (during the regular work week)
2. Items to be moved:
   a. Book boxes (assuming 2,500 boxes to be moved by the mover) (items that can be boxed, will be boxed by occupants)
      i. Provide a cost for 1,500 boxes in the lump sum quote amount
      ii. Provide a unit cost for additional boxes, 1 unit = 50 boxes
   b. IT equipment
      i. Computers, monitors, phones, cords, cameras, mice, desktop printers, and any other electronic peripherals
   c. Sit-to-stand desks
   d. Wall hangings
      i. Small – boxed (by occupant)
      ii. Large – tagged, wrapped, and protected
   e. Common area office equipment located in shared spaces – shredders, faxes, small table top printers, small number of larger multi-function print/scan/copy devices, kitchen supplies, breakroom equipment such as small refrigerators, microwaves, toaster ovens, coffee makers, etc. (items that can be boxed, will be boxed by occupant)
      i. Locations include workrooms, breakrooms, storage rooms, and conference rooms
   f. Furniture – office, classroom, and storage area furnishings
3. Approximate totals:
   a. 30 faculty & staff moving from Capers Hall to Bond Hall – office contents (boxes, IT equipment, desktop printers, sit-to-stand desks, wall hangings, small breakroom equipment, etc.) and common area equipment
      i. The faculty and staff moving from Capers to Bond Hall will also be moving their desk chairs.
      ii. There is STEM space for the school of education that consists of multiple rooms (one (1) office area and several storage closets). This will be moved from Capers Hall to Bond Hall. This includes the following furniture for storage, along with multiple pre-packed tubs, contents that will be boxed, and flammable and corrosive cabinets, that will have contents removed before moving. This is being highlighted because of the amount of stored materials and furniture to be moved. (See the below list and the photos at the end of the specifications.)
         1. 6 wire rack shelves
         2. 3 wide file cabinets
         3. 2 bookshelves
         4. 3 standard file cabinets
         5. 2 wardrobe cabinets
         6. Corrosive and flammable cabinets
      iii. The school of Psychology has kits and protocols for using the kits that are currently in Capers Hall room 102B. These will be relocated to a storage
location on campus, along with their associated shelving and wardrobe storage.  
(See the photos at the end of the specifications.)
b.  10 faculty moving internally in Bond Hall – office contents (boxes, IT equipment, 
desktop printers, sit-to-stand desks, wall hangings, etc.)
c.  90 faculty & staff moving from Capers Hall to Mims units – office furniture (desk, chair,  
bookshelves, file cabinet – typ. each office, but may vary) and office contents (boxes, IT 
equipment, desktop printers, sit-to-stand desks, wall hangings, small breakroom 
equipment, etc.) and common area equipment
   i.  There will be approximately 8 small tables with 4 chairs each moved from 
   Capers Hall to the Mims units in the kitchen/breakroom areas.
d.  240 Student desks moved from Capers Hall to storage located on campus
e.  28 student tables, 56 student chairs, 110 student desks, 6 faculty teaching desks moved 
from Capers Hall to classrooms throughout campus in Mark Clark Hall, Daniel Library, 
and Bond Hall
   i.  Of the 6 teaching desks moved from Capers Hall, 1 will be moved to the HR 
   training room, which is located behind Capers and Bond Hall. The others are 
   moved to Daniel Library and Mark Clark Hall.
f.  36 desks moved from the Citadel Warehouse to Daniel Library
g.  Included in common area equipment for faculty moving from Capers Hall into the Mims 
units and into Bond Hall should be mail slots. This will be a maximum of 8 sets. (See 
the photos at the end of the specifications.)
h.  In addition to desks moved from Capers Hall to Daniel Library, there will also be:
   i.  50 boxes
   ii. 25 paintings/pieces of art moved – most are portrait sized approximately 
   16”x20” to 20”x20”, 1 is large at approximately 40”x90”
   iii. 10 items boxed or in cases
   iv. 1 pew
   i.  Of the office furniture remaining in Capers, some will be moved to one area on the first 
   floor to consolidate – this will be 5 desks, 5 bookcases, 5 file cabinets

B. SPECIFICATIONS
1.  Building Protection
   It is expected that the Mover (“Contractor”) will:
   a.  Prevent damage to all building structures involved in the move including, but not limited 
   to all walls, floors, stairways, doorways and elevators.
   b.  Protect all elevators including but not limited to floors, walls, doors and door jams during 
   moves.
   c.  Protect all hallway corners as needed.
   d.  Estimate and supply the correct amounts and sizes of building protection materials. The 
   Contractor will supply all building protection material needed to protect all exposed 
   building areas and surfaces. Those materials will be installed and secured prior to the 
   move and removed and taken away by Contractor when moving activities are complete. 
   Durable sheet goods shall be used for floor protection, and shall be secured with tape that 
   does not leave marks or residue or remove finish from building surfaces when removed.
   e.  Shall not block access to emergency ingress/egress points of building infrastructure hubs 
   with staged and/or stored items. This includes, but is not limited to stairwells, elevators, 
   main corridors, electrical closets, communications closets and mechanical rooms.
2.  Moving Equipment and Materials
The Contractor will provide the following items, listed below under (a) and (b), which shall be included in the quote. The materials and equipment used during the move are not be limited to those listed below, and the contractor will provide any other items necessary to complete the work.

a. Material Requirements:
   i. Boxes (include 1500 in quote)
   ii. Bags/ containers for transporting small IT items
   iii. Tagging/ labeling system (to ensure delivery to correct location)
   iv. Building protection materials
   v. Packing tape
   vi. Packing paper and bubble wrap for use in packing
   vii. Other packing supplies and equipment, such as, but not limited to masks; safety glasses; nitrile latex gloves; paper pads, paper, and sheet corrugated for packing and moving.

b. Equipment Requirements:
   i. Moving dollies
   ii. Panel carts – for transportation of larger items and artwork
   iii. Trucks with heavy-duty lift gate for transportation
   iv. Clean moving pads/ blankets
   v. Ramps and/or steel plates, as needed, for loading and unloading at all locations

3. At the end of the move, if all 1,500 boxes included in the quote are not used, credit will be provided on the final application for payment.

4. Payment will be made to the Contractor for completed work based on the actual units or quantity of work completed. Payment on Net 30 terms will be effected on the undisputed amount of the Contractor’s invoice.

C. QUALIFICATIONS
By signing the RFQ, the Contractor agrees that the following is true and will provide proof of insurance and proof of a company in good standing.

1. Move Experience: Contractors must have at least five (5) years’ experience with moving projects in the commercial office and industrial trade.

2. Insurance Requirements:
   a. The successful Contractor shall provide General Liability insurance for their personnel, equipment, and for possible damage of facilities during the move. Evidence of such insurance, or an original, signed letter from your insurance carrier indicating an insurance certificate will be furnished no later than three (3) business days after award and prior to the commencement of any work. Failure to provide required information may be cause for cancellation of award.
   b. Damaged property: Contractor will be responsible for repairing or replacing any property damaged or lost during the moves. Contractors must provide $0.60 per pound per article valuation rate for insurance of loss or damage to property during the move, which should be included in the quote.

3. Business License or Certificate of Existence (proof of company in good standing)

D. SPECIAL REQUIREMENTS
1. Evaluation/Award: Award will be made to the lowest responsive, responsible offeror.

2. Contractor’s Representative: The successful Contractor must have a representative(s)/supervisor who will be required to be on-site directing its workforce throughout the entire move.
3. Supervision and Performance of the Work: The Contractor shall supervise, perform, and direct the Work, using the professional skill, care, and attention reasonably required for similar projects. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating the Work, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract and shall complete the Work in accordance with the Contract Documents and deliver the Work to the Agency free and clear of all liens and claims. The Contractor shall, at all times during the progress of the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the agreed to schedules.

4. Employee Discipline: The Contractor shall enforce discipline and good order among the Contractor’s and subcontractors’ employees, and other persons carrying out the Work. Contractor shall be responsible to the Agency for acts and omissions of the Contractor’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

5. Offensive Situations: The move locations are in public, high-traffic areas. The Contractor shall ensure that a safe environment is maintained around all move activities. The Citadel will be in session and students, faculty, and staff will be on campus. The Contractor’s personnel shall be professional and not create unnecessary interruptions.

6. Restrooms: Contractors & construction personnel are to use the public restrooms. Appropriate locations will be identified for each building.

7. Smoking: The campus is tobacco-free. Be advised, a "one strike and you're out" policy will be enforced. It is the Contractor's responsibility to inform their personnel of the no smoking policy.

8. Drug-Free Workplace: The Contractor certifies to the Agency that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

9. Masks & PPE: All of the Contractor’s personnel shall wear masks at all times while on campus. The Contractor will supply to their personnel all masks and any other PPE that may be required.

10. Workforce: All Contractor personnel must be fully trained and dressed in clean, standardized moving company uniforms with a standardized method of identifying personnel. Contractor personnel who are not trained or not in uniform will be asked to leave the premises. Training shall include the safe handling of items moving and on-the-job accident prevention. Contractor personnel shall follow all directions of the Citadel’s representatives, especially with regard to safety requirements and moving instructions. The Contractor will ensure adequate workforce and equipment, at or above the minimum requirements as stated, so that a smooth move is accomplished. If there are delays in the move because of any shortages, any associated time and material costs will be at the Contractor’s expense. The Contractor will provide transportation to campus for workforce, such that a minimum number of vehicles will be on campus to transport personnel.

11. Safety: The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site of the Work or adjacent thereto.
12. Waste Materials and Rubbish: The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Work, the Contractor shall, to the Agency’s satisfaction, remove from and about the site, all waste materials, rubbish, surplus material, and Contractor’s tools, equipment, machinery.

13. Responsibility: The Citadel will not be responsible, nor incur any additional charges for:
   a. Time lost completing move due to the lack of proper planning.
   b. Tardiness of personnel or equipment at the work site.
   c. Lack of proper equipment or tools to complete the move, or breakdown of vendor-provided equipment.
   d. Personnel or equipment shortages, or non-compliance, which could affect an on-time, efficient move completion.
   e. Loss or damage of equipment or contents resulting from the Contractor's negligence in properly preparing them for moving, handling them during moving or improper placement at their new location. The expectation is that with proper preparation and handling that all the items being moved will arrive at their new location in the same condition as they were prior to the move. If any loss or damage should occur, the Contractor will repair or replace them.
   f. Quote submission indicates concurrence and acceptance of the specifications, schedule and conditions stated within this Scope of Work.

E. BUILDING CHARACTERISTICS AND SELECTED MEASUREMENTS

Capers Hall, 2 Lee Ave., Charleston, SC 29409 (Items listed above will be moved from this building.)
   i. This is a four-story elevator building.
   ii. Offices and classrooms to be moved are on all floors.
   iii. The building has a single elevator cab, centrally located.
   iv. Building is accessed from Hagood Ave. or the parking area in the back, off of Hagood Ave.

Bond Hall, 3 Lee Ave., Charleston, SC 29409 (Office contents will be moved to this building.)
   v. This is a five-story elevator building.
   vi. Offices being moved into are on the second and third floors, on the plan west side.
   vii. The building has a single elevator cab, centrally located.
   viii. Building is accessed from Hagood Ave. or Richardson Ave.

Mark Clark Hall, 4 Avenue of Remembrance, Charleston, SC 29409 (Classroom furniture will be moved to this building.)
   i. This is a three-story elevator building.
   ii. Classroom furniture is to be moved to the second floor.
   iii. The building has a single elevator cab, centrally located.
   iv. Building is accessed from Avenue of Remembrance.

Daniel Library, 1 Avenue of Remembrance, Charleston, SC 29409 (Classroom furniture will be moved to this building.)
   i. This is a three-story elevator building.
   ii. Classroom furniture is to be moved to the third floor.
   iii. The building has a single elevator cab, centrally located.
iv. Building is accessed from Avenue of Remembrance.

Mims Units, 301-308 Mims Ave., Charleston, SC 29409 (Office contents and furniture will be moved to this building.)
   i. These are a series of (8) two-story townhouse type units.
   ii. Office contents and furniture are being moved into all units, both floors.
   iii. There is not an elevator in the units.
   iv. Building is accessed from Mims Ave.

Warehouse (Classroom furniture will be moved from this building.)
   i. This is a one-story building.
   ii. Classroom furniture will be moved from this building.
   iii. This building is accessed at a loading dock.

Storage (Classroom furniture will be moved to storage.)
   iv. This is planned to be housed on campus, but the final location is TBD.

F. PHOTOS REFERENCED ABOVE

A.3.a.ii – STEM space
A.3.g – Mail slots

A.3.a.iii
**TERMS AND CONDITIONS**

**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 YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

**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]

**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]

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

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

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

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

[07-7B056-2]
INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnities for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnity, and whether or not such claims are made by a third party or an Indemnity; however, if an Indemnity’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnity shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnities” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): 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 bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]
CAPERS HALL
2nd. FLOOR

[Diagram of a building floor plan]

Items will be moved from all areas of the building
Items will be moved from all areas of the building
There will be some internal moves within this building.

Items will be moved to this area
There will be some internal moves within this building.

Items will be moved to this area
Items will be moved to the areas outlined in red

DANIEL LIBRARY - Third Floor Plan
FIRST FLOOR PLAN

301, 302, 303, 304 MIMS AVENUE

Items will be moved to all areas of the units - the furniture shown does not represent all furniture to be moved to units, but rather gives an approximation of faculty/staff to move.
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