DESCRIPTION: The Citadel is seeking written quotes for a ceiling tile replacement project in Coward Hall.

PERFORMANCE DATES: May 10, 2021 through June 12, 2021

SUBMIT WRITTEN QUOTE BY: Tuesday, May 4, 2021 at 2:00 PM via email attachment to the Procurement Officer listed above.

SITE VISIT: There will be an OPTIONAL site visit for all potential bidders who wish to inspect the site on Thursday, April 22, 2021 at 10:00 AM in Coward Hall.
Meet at: The Citadel Coward Hall Dock 10 Hammond Avenue Charleston, SC 29409

QUESTIONS: All questions regarding this quote request shall be submitted in writing to the email address of the Procurement Officer listed above by Friday, April 23, 2021 at 2:00 PM.

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.

| NAME OF OFFEROR (Full legal name of business submitting the offer) | Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |
| AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror) | DATE SIGNED |
| PRINTED NAME & TITLE (Name and Business title of person signing above) | STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov) |
| TAXPAYER IDENTIFICATION NO. | STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation) |
Vendors who are claiming preferences must make it clear which preferences are being requested.

Resident Contractor ____  Resident Sub-Contractor____

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. 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)

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

Area Code - Number - Extension  Facsimile

E-mail Address

Quote Amount:

<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, and supplies</td>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Additional ceiling tiles (5% of total area)</td>
<td>960 sf</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCOPE OF WORK

Coward Dining Hall 1st Floor: approximately nineteen thousand, two hundred (19,200) square foot space

1. Remove and dispose of existing ceiling tiles.
2. Provide and install new vinyl coated two foot by two foot (2’ x 2’) flat, lay-in ceiling tiles. Provide additional stock tiles to the owner for five percent (5%) of total area.
3. Replacement tiles are to be: USG MARSTM HIGH-NRC/HIGH-CAC, ACOUSTICAL PANELS, CLIMAPLUSTM PERFORMANCE WITH PLANT-BASED BINDER
   a. USG Ceiling Products
   b. USG Mars Clima Plus Tile
   c. Upgraded USG Mars version
   d. High-NRC 0.90 NRC rating
   e. Smooth Finish
   f. Square Edge
4. Remove all devices from existing tiles and reinstall all devices in new tiles at original locations. Wipe devices clean before reinstalling. Typical devices are exit signs, emergency lighting, smoke and heat detection devices, multimedia and internet devices, other passthroughs, etc.
5. Cut holes in new tiles, correctly sized to accommodate devices. Typical devices are sprinkler heads, exit signs, emergency lighting, smoke and heat detection devices, multimedia and internet devices, other passthroughs, etc. It is not acceptable to cut a tile in half to reinstall a device.
   a. Passthroughs (approximate counts):

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke Alarm</td>
<td>24</td>
</tr>
<tr>
<td>Sprinkler</td>
<td>60</td>
</tr>
<tr>
<td>Light Sensor</td>
<td>45</td>
</tr>
<tr>
<td>Media</td>
<td>18</td>
</tr>
<tr>
<td>Camera</td>
<td>1</td>
</tr>
</tbody>
</table>
6. Existing ceiling grid and diffusers to remain. Wipe down ceiling grid and diffusers while replacing tiles so that all grid and diffusers are cleaned at the completion of the work.
7. Contractor shall be responsible for fully cleaning work areas along with the removal and off-campus disposal of trash/debris created from the project work.
8. Contractor shall be responsible for all labor, equipment, materials, and proper disposal of old ceiling tiles.
9. Contractor shall move furniture, as needed, to work in the area.
10. Do not scratch or damage floor during work or while moving furniture.
11. Protect and cover furniture and equipment as required so as not to damage during work.
12. Protect wall hangings, wall mounted devices, and ceiling mounted televisions during work.
**General Requirements:**
Provide all parts, materials, labor and services as well as any other materials not specifically described above but required for a complete and proper installation per the scope for this project.

The Contractor may inspect the site and must bring to the notice of The Citadel Project Manager, prior to starting construction, any deficiencies that will prevent him from or delay him in completing the work as noted in the scope. The contractor is fully responsible for any preexisting conditions that would affect their bid that were obvious and that could be ascertained by a site visit. All questions or requests for clarification must be submitted in writing.

Prior to starting work, carefully examine the condition of the surfaces where the work will be performed. Report to the Citadel Project Manager any conditions detrimental to timely and proper completion of this work. Do not proceed until unsatisfactory conditions are corrected.

The Contractor is responsible for all temporary protection of existing finishes, fixtures, lighting, cabinets, flooring etc. during all phases of the construction process. Contractor to move/cover furniture, provide tarps to protect carpet/flooring, and provide dust control. Final clean-up shall include all flat areas, floors, window trim, etc. Contractor to take care in moving furniture or fixtures that impede his work.

The Contractor must keep a clean worksite, and will daily clean-up the construction debris from
around the job site. The contractor will remove all construction debris, excess materials and waste from the Citadel and dispose of correctly off campus. No construction waste shall be placed in any Citadel dumpster or waste container. Do not clean tools in campus sinks or lavatories.

Contractor to schedule a walk through with Citadel Project Manager at completion of job.

The buildings and surrounding areas will be in use and occupied during the construction period and the Contractor is responsible for maintaining a safe worksite and surrounding area.

The Contractor will comply with latest revision to codes and standards. These specifically include, but are not limited to, the Standard Building Code (SBC), OSHA codes and regulations, good construction practices, industry standards and a good standard of care in performing the work.

The Citadel is a drug and tobacco free campus.

Temporary parking passes will be provided by The Citadel Project Manager and/or Public Safety.

Contractor’s workers shall wear company identifying shirts or high-visibility vests that clearly identify them on campus and on-site.

Work schedule is May 10, 2021 through June 12, 2021, Monday – Friday, 7:00am – 5:00pm, unless otherwise approved. It is critical that work be completed by the stated deadline because beginning June 13, 2021, The Citadel will host multiple summer camps which may require the work to be completed after hours, Monday – Friday, 7:30pm – 5:00am. If work is to be done on or after June 13, 2021, Contractor shall coordinate work schedules with The Citadel Project Manager. Weekend work may be allowed with prior approval through The Citadel Project Manager. Any required alteration to the work schedule shall be brought to the attention of The Citadel Project Manager for discussion so that a reasonable solution can be reached.

Electrical power and water shall be available at no charge to the Contractor. The Contractor shall be responsible for the installation and removal of any connections required to accomplish their work.

**Safety:**
In the event of an emergency, please call the Public Safety Office at 843-953-5114 or 911 for a life safety emergency.

The Contractor is responsible for the safety and security of all his materials and equipment.

The Contractor is responsible for protection of his workers on the property from the products and processes used during this project. The Contractor shall immediately notify The Citadel
Environmental Health & Safety Director (843-953-4816) of any accident, incident, injury or exposure resulting from this work. Contractor shall avoid hazardous materials.

PPE for COVID-19 shall be utilized at all times on campus; masks are required.

The Citadel tests its siren on the 1st day of each month (1 blast). If you hear a repetitive siren blast, that indicates an emergency - get to safety.

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