

 <p>Invitation for Bids</p>	Solicitation Number	TCTC-18-Janitorial
	Date Issued	9/26/17
	Procurement Officer	Kristal Doherty
	Phone	(864) 646-1795
	E-Mail Address	kdoherly@tctc.edu

DESCRIPTION: **Janitorial Services**

USING GOVERNMENTAL UNIT: **Tri-County Technical College**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: TRI-COUNTY TECHNICAL COLLEGE PURCHASING OFFICE PO Box 587 Pendleton SC 29670-8876	PHYSICAL ADDRESS: TRI-COUNTY TECHNICAL COLLEGE PURCHASING OFFICE 7900 Highway 76 Pendleton SC 29670-8876
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SUBMIT OFFER BY (Opening Date/Time): **10/16/2017 2:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and One Copy (Marked Copy). Also, One Redacted Copy**

CONFERENCE TYPE: Non Mandatory DATE & TIME: Tuesday, 10/03/17 at 9:00 AM – Site visit will immediately follow <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Tri-County Technical College Ruby Hicks Library/Admin Building, Rm 245 7900 Highway 76 Pendleton, SC 29670
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AWARD & AMENDMENTS	Award will be posted at http://tctc.edu/About_TCTC/PurchasingSolicitation.xml on or around 10/20/2017 . The award, this solicitation, and any amendments will also be posted on the website above.
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You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

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

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

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (Modified)

The purpose of this solicitation is to acquire a complete level of Janitorial Services for Tri-County Technical College. The contractor will provide and furnish all corporate and on-site management, technical support, supervision, labor, equipment, chemicals, cleaning products and supplies as described in this document and meeting certain qualified specifications (see Section III for details of specifications). This contract is to include all of these provisions at multiple campuses/locations as described in this solicitation. Offerors must have all equipment on-site and have appropriate staff to begin work within 2 weeks of Notice of Award.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Modified)

Start date: 11/01/2017 End date: 10/31/2020 This is a one (1) year contract with two (2) one-year renewal options. The potential maximum contract period is three (3) years. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (Modified)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.tctc.edu/About_TCTC/PurchasingSolicitation.xml (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or 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 eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a

negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public

official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (Modified)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. **Questions should be emailed to kdoherly@tetc.edu no later than 10/5/17 at 5:00 PM.** Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(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 State 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. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State 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 State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

<http://www.scmd.org/planandprepare/disasters/severe-winter-weather>

[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(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 Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 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 Section 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 Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. 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, 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". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (Modified)

The following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation

number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on 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. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (Modified)

You must have a state vendor number to be eligible for award. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

CONFERENCE - PRE-BID/PROPOSAL (Modified)

Pre-Bid/Proposal Conference Date and Time:
Tuesday, 10/03/17 at 9:00 AM

Location of Pre-Bid/Proposal Conference:
Tri-County Technical College

**Ruby Hicks Library/Admin Building, Rm 245
7900 Highway 76
Pendleton, SC 29670**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the PreBid is to identify items that are in error, unclear, or unduly restrictive. A Site Visits of the Pendleton Campus will immediately follow the Pre-Bid Conference. If there is interest in visiting the other campuses, those site visits will follow the Pendleton site visit. Attendees will be responsible for their own transportation to the other locations.

Conference attendees may park in visitor spots on campus which are located in Parking Lot A and on the front drive of the school. Due to the limited amount of parking spaces on campus, it is suggested that if multiple people from a company are coming, they carpool and only use one vehicle.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

PROTEST - CPO - MMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us,
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

BACKGROUND

Tri-County Technical College (TCTC) is a two-year educational institution within the SC State Technical College System. Day classes are Monday through Friday; evening classes are Monday through Thursday. Continuing Education classes are also offered on Saturday mornings.

The purpose of this bid invitation is to establish a contract with a qualified Service Provider for janitorial services as listed herein for Tri-County Technical College, (TCTC).

a. General Requirements

The Contractor shall furnish the corporate and on-site management, technical support, supervision, labor, equipment, chemicals, cleaning products and supplies that will provide a continuous level of high quality janitorial services as indicated.

The Contractor shall be responsible for the security of all keys provided for custodial access. In the event of loss or negligent exposure of keys to the risk of breaking security, the Contractor shall be responsible (at the option of the College) for remuneration to the College for the actual cost of necessary re-keying of affected areas. The College will be the sole arbiter of the need to re-key in this instance.

The Contractor shall be responsible for controlling access to the buildings and areas unlocked by custodial personnel for custodial service during evening and other times when the College is closed for normal business. If theft, vandalism, or other damage results from unauthorized access to building not properly secured after custodial entry, the Contractor shall be held responsible for such theft and damage (at the sole discretion of the College). The Contractor shall follow the key policy set forth by the College.

b. On-Site Management

The Contractor shall provide the college, at all times without gaps, at a minimum the following full time supervisory personnel:

1. Contract manager (full-time)
2. General-cleaning crew supervisor (full-time)

Furthermore, Contractor shall supply to the College and adhere to the following:

1. The Contractor's management team shall be assigned to work exclusively at TCTC and shall not routinely engage in activities which support the Contractor's other accounts. The Contractor's supervisors may not be transferred without the approval of TCTC.
2. The Contractor's management team shall be requested to view all work orders/requests through an online-work order system used by TCTC. The Computer will be supplied by TCTC.
3. The Contractor's management team must report all damaged or non-working restroom fixtures to the Physical Plant via online-work order system used by TCTC.
4. TCTC will provide securable office space, securable storage space and utilities (including phone-line access and online access) for Contractor's on-site operations.
5. The Contractor's management team will have at least one (1) year of experience supervising at least (6) personnel. The Contractor's management team will be thoroughly trained in all aspects of the Contractor's equipment, chemicals, and procedures within thirty (30) days of hire.
6. TCTC reserves the right to reject any Contractor's manager/supervisors.
7. TCTC may require the Contractor to remove Contractor manager/supervisor at any time without explanation.

c. Technical Support

The Contractor shall furnish the name, position, expertise and telephone number of the Contractor's corporate-level technical support and management personnel, from whom the Contractor's site general cleaning supervisor can seek assistance for custodial service problems including, but not limited to, emergency personnel issues and as a resource to offer advice regarding special cleaning procedures/products.

d. Labor

1. All of the Contractor's labor shall be full or part-time employees of the Contractor. All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Contractor.
2. Each Contractor day porter will be required to carry a cell phone or 2-way radio. Cleaning of the Bookstore will be restricted to the Contractor day porter's hours. A cleaning schedule for the Contractor day porters will be provided by the College. More detail is provided in #8 below.
3. **Prior to offering employment, all of the Contractor's employees will be thoroughly screened by the Contractor. This includes a background check (previous employers); driver's license check, as well as being cleared through NCIC (National Crimes Information Center). No employee who has a police record other than minor traffic violations may be assigned duties under this contract. Contractor shall be responsible for the submission of police clearance record within 24 hours upon request.**
4. All of the Contractor's full-time hourly employees shall wear clean shirts or smocks embossed with the Contractor's logo (approved by TCTC) and also an employee ID badge.

5. All of the Contractor's employees will be given a thorough orientation of the Contractor's and TCTC's policies and procedures, including the Contractor's job description, cleaning schedule, cleaning and safety procedures prior to beginning any work at the College.
6. TCTC may require the Contractor to remove any employee at any time without reason.
7. The Contractor shall ensure that their employees adhere to the following basic procedures while working at the College:
 - a. Contractor Employees must report any property loss or damage to their supervisor and TCTC's Campus Safety Department immediately.
 - b. Contractor Employees shall not open desk drawers, file cabinets, go through anything on employee's desk, etc. or use any telephone/computer for personal calls/e-mails (telephones can be used for emergency situations).
 - c. Contractor Employees shall not leave keys in doors or admit anyone into any office or building who is not an authorized employee of the Contractor (TCTC Campus Safety Department should be contacted when in doubt as to whom should be admitted to a room or building).
 - d. Contractor Employees shall lock all doors immediately after the area has been cleaned if it was locked before entry.
 - e. Contractor Employees shall not clean, move, or use any office or lab equipment (note: Lab tabletops are to be cleaned and are not considered lab equipment).
 - f. Contractor Employees shall be customer service driven, with a courteous and helpful demeanor towards TCTC students, employees and visitors, but should be mindful not to be a distraction to any learning or work environment.
 - g. Contractor Employees will not remove an article or materials from TCTC property, regardless of the value, including items found in trashcans or dumpsters (including aluminum drink cans and other recyclable materials).
8. The Contractor shall be flexible in supplying personnel and equipment to accomplish special projects including, but not limited to, pressure washing and removing cobwebs and mildew from the outside entrances and walls of any college building (and other requests made by the College).
9. Contractor Staffing: Offerors should submit their proposal for nighttime cleaning staff for all Campuses. Nighttime cleaning shall be scheduled after 5:00 PM Monday through Thursday and must be completed by 11:00 PM. On Fridays, nighttime cleaning shall begin after 2:00 PM and be completed by 6:00 PM. In addition to the nighttime staff, the following Contractor staffing is required for each campus:
 - a. Pendleton Main Campus: four (4) day porters that shall provide at least 40 hours each of employee time to be available for daytime cleaning from the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday
 - b. Anderson Campus: one (1) Day Porter/Building Supervisor, six (6) hours daily, Monday – Friday
 - c. Easley Campus: one (1) Day Porter/Building Supervisor, six (6) hours daily, Monday – Friday
 - d. Anderson, Easley and Oconee Quick Jobs and Highpointe/Bridge Campus: Nighttime cleaning only
 - e. Industrial Technology Center: one (1) Day Porter/Building Supervisor, six (6) hours daily, Monday – Friday

e. Equipment

The Contractor will provide and maintain, at no cost to the college, all necessary equipment to perform the proposed custodial services. The Offeror shall provide a list of all proposed janitorial equipment to be used in the performance of all duties of the resulting contract. This list will be used to determine whether or not the offeror has necessary equipment to perform all required services. Equipment must be available for use and be on-site at TCTC campuses within 2 weeks of Notice of Award. Offerors who are determined not to have sufficient equipment to perform all duties on all campuses will be deemed non-responsible. The equipment supplied for use at TCTC must be new or in excellent condition, top quality, commercial grade cleaning equipment. All equipment used at TCTC must conform to all Federal, State, and Local regulations, and safety standards. Electrical equipment used at TCTC will be UL approved and periodically inspected for electrical and mechanical safety. TCTC reserves the right to reject any of the equipment the Contractor has on site and to require replacement with a new/better quality piece of equipment at no cost to the college.

f. Chemicals and Cleaning Products

The Contractor shall provide the necessary first quality chemicals and related cleaning products necessary to accomplish the proposed custodial services. All floor care products must be approved by TCTC. After award, the Contractor shall provide TCTC with complete information and documentation regarding the type, manufacturer, recycled content, distribution, training, storage, disposal and use for all the cleaning chemicals proposed for the account including but not limited to:

1. A complete chemical listing and usage guide
2. Examples of Material Safety Data Sheets
3. The Contractor's "Right-to-Know" training program

By responding to this solicitation, the offeror certifies that all chemicals to be used meet or exceed the requirements of all applicable Federal, State, and Local safety and pollution regulations; that all waste chemicals and storage containers will be properly disposed of in accordance with applicable Federal, State, and Local regulations; and that the contractor will bear full and sole responsibility for all injuries, damages, and fines resulting from the improper and or illegal manufacture, distribution, storage, use or disposal of the Contractor's chemicals.

The College may reject and require replacement, at no cost to the College; of any of the Contractor's chemicals it deems to be unsuitable or unsafe. TCTC will hold the Contractor liable for any personal injury or incident resulting from hazardous or unsafe chemical usage.

g. Supplies

In addition to chemicals and cleaning products, the Contractor shall supply, maintain and distribute the following consumable items:

1. Trashcan liners to fit existing receptacles (both indoor and outdoor)
2. Supply and maintain hand soap dispensers. Supply hand soap for restrooms that fit and dispense properly from various existing dispensers. If dispensers do not function properly replace with new dispensers.
- 3.

Note: Recyclable/environmentally-friendly products shall be used whenever practical. If at any time the College determines it is more economical for the College to purchase supplies, the College and the Contractor will determine the appropriate price change of the contract.

h. Paper Products

TCTC will supply all paper towels and toilet paper for restrooms, classrooms and labs. The Contractor shall be responsible for inventory count of all paper towels and toilet paper. The Contractor shall be responsible for contacting TCTC's Physical Plant when an order needs to be placed, allowing at least two weeks' notice prior to supplies running out. In the event supplies are depleted due to the Contractor's failure to notify Physical Plant, interim supplies will be procured at Contractor's expense. If at any time during this contract, it becomes more cost-advantageous for the Contractor to supply paper products, TCTC will negotiate pricing with the Contractor and allow the Contractor to supply these products. Contractor shall supply and maintain paper towel dispensers that are automatic and compatible with the type of paper towel supplied.

i. Recycling & Shred Bins

The Contractor shall supply necessary labor for moving recycling containers to and from pick up areas as identified by a schedule provided by the College. At this time, the College does not have a formal recycling program, but may work with the awarded contractor to implement one during the term of this contract. Any price changes due to implementation of a recycling program will be handled through a change order.

The Contractor is responsible for providing the necessary labor for moving the shred bins from their designated area to the pick-up location and back again on a bi-weekly basis. From time to time the Contractor

may be asked to deliver a shred bin to a particular area due to a high volume of documents. Refer to the attached bin location document for the Pendleton Campus. Note that the remaining satellite campuses each have from 1-4 bins each.

j. Working Relationship with TCTC Management

The Contractor shall be expected to work closely with TCTC management to conduct formal and informal inspections and to correct custodial deficiencies in all buildings. For purposes of this agreement, the College's representative shall be the Facilities Director or his designee.

1. Inspections by TCTC management may be conducted at any time and will be based on the premise of "inspect not just expect" the facilities to be properly cleaned.
2. Formal building inspections will be performed monthly or on a schedule agreed upon by the TCTC representative and the Contract Manager.
3. A written report from the Contract Manager will be provided the 10th of the month following the inspection containing a schedule to correct any deficiencies detected during the inspection.
4. TCTC management's recommended corrective actions of deficiencies are to be acted upon by the contractor in a timely manner.
5. Contractor is to report any facilities items requiring maintenance in writing to the Maintenance Supervisor via the college's online work-order system (or email to Maintenance Supervisor if access to work-order system cannot be given).

k. Time Schedules

1. Contractor's management and supervisor will coordinate with Department Heads a cleaning schedule so their work can be accomplished between the hours of 5:00 PM and 11:00 PM Monday through Thursday and between the hours of 2:00 PM and 6:00 PM on Fridays. Shift schedule is negotiable; however shift must start after the stated time.
2. Contractor's floor care crew will also be available to accomplish special tasks during daylight hours when given ample advance notice by TCTC.
3. During academic breaks the contractor will adjust their work schedule and focus on performing tasks and cleaning areas that are typically not available during the academic session.

- l. Cleaning Requirements:** All areas are expected to be maintained in a clean, neat and sanitary condition. It is up to the Contractor to determine the cleaning schedule and frequency of tasks. The college will determine the acceptable level of cleanliness for all areas. The following is a list of areas to be maintained along with suggested frequencies. Contractor shall notify the College of any changes in the schedule.

Classroom/Lab

Daily

1. Clean marker/chalk boards and trays
2. Empty pencil sharpener
3. Empty trashcan and replace liners if necessary
4. Spot clean walls and doors
5. Dust mop floors
6. Spot mop tile floors and spot clean carpets
7. Spot clean all desk tops and furniture
8. Desks and chairs arranged in and orderly fashion
9. Dust window ledges, sills, displays and decorations
10. Wet clean laboratory table tops with detergent solution and wipe dry

Weekly

1. Wet clean marker/chalk boards and trays with detergent solution

2. Wet mop and rinse vinyl floors with detergent solution
3. Clean glass in doors and partitions
4. Dust high areas/light fixtures/window blinds, remove cob webs
5. Vacuum carpet (must do more frequently if needed)

Monthly

1. Spray buff tile floors
2. Clean HVAC vents
3. Clean light lenses – inside and out
4. Clean window interiors
5. Dust baseboards

Quarterly

1. Scrub and refinish tile floors
2. Shampoo/steam clean carpets
3. Wash inside of trash cans
4. Wet wipe all furniture
5. Wash walls

Annually

1. Strip and refinish tile floors
2. Shampoo/steam clean upholstered furniture

Restrooms

Daily

1. Sweep floors and wet mop using antiseptic cleaner
2. Empty sanitary napkin receptacles and replace liner
3. Spot clean walls, door, partitions, remove graffiti, tape, etc.
4. Refill tissue paper/hand towel dispensers
5. Clean and refill soap dispensers
6. Clean mirrors
7. Empty trash cans, replace liners
8. Clean and polish all metal fixtures and hardware
9. Clean and sanitize, inside and out, all toilet bowls, urinals, wash basins and counter tops

Weekly

1. Wet wipe all walls and partitions
2. De-scale toilets, sinks and urinals
3. Dust partition tops, remove cobwebs in upper corners

Monthly

1. Clean HVAC vents
2. Machine scrub and refinish all floors
3. Clean and sanitize floor drains
4. Wet wipe trash cans inside and out using antiseptic cleaner
5. Clean light fixture lenses
6. Clean baseboards
7. Wash walls

Offices

Daily

1. Empty wastebaskets and replace liners as needed
2. Dust mop tile floors
3. Spot clean carpets and tile floors
4. Dust furniture tops and chairs
5. Dust all exposed filing cabinets, bookcases, and shelves
6. Spot clean door glass

Weekly

1. Wet wipe telephones with sanitizing solution
2. Wet mop tile floors
3. Dust all baseboards
4. Remove finger prints from doors, walls, frames, light switches, kick plates, handles, and moldings around doorways
5. Spot clean upholstered furniture
6. Dust high areas/light fixtures/window blinds, remove cobwebs
7. Vacuum carpet (must do more frequently if needed)

Monthly

1. Spray buff tile floors
2. Wet wipe trash cans inside and out using sanitizing solution
3. Clean HVAC vents
4. Clean door glass and window interiors
5. Clean light lenses inside and out

Quarterly

1. Scrub and refinish tile floors
2. Shampoo/steam clean carpets
3. Wet wipe all furniture

Annually

1. Strip and refinish tile floors
2. Shampoo/steam clean upholstered furniture

Lounge/Vending/Cafeteria/Kitchen/Breakrooms

Daily

1. Empty trash cans and replace liners
2. Mop tile floors
3. Wet wipe table and counter tops using sanitizing solution
4. Spot clean walls
5. Spot clean exterior of trash containers
6. Damp wipe microwave interior and exterior
7. Vacuum carpet
8. Spot clean carpet
9. Spot clean windows
10. Spot clean chairs
11. Clean and wipe down sinks.
12. Cafeteria/kitchen trash bins must be checked hourly with trash emptied into dumpster.

Weekly

1. Clean glass on doors
2. Clean baseboard
3. Dust high areas, remove cobwebs

Monthly

1. Clean HVAC vents
2. Clean window interiors
3. Spray buff tile floors
4. Clean light lenses inside and out
5. Wet wipe trash cans inside and out using sanitizing solution

Quarterly

1. Scrub and refinish tile floors
2. Shampoo/steam clean carpets
3. Wet wipe all furniture
4. Wash walls

Annually

1. Strip and refinish tile floors
2. Shampoo/steam clean upholstered furniture

Elevators/Common Areas

Daily

1. Spot clean walls, doors, and floors
2. Damp wipe key pad using sanitizing solution
3. Sweep floors

Weekly

1. Wet mop and rinse tile floors with neutral cleaner
2. Clean door tracks

Monthly

1. Dust and remove cobwebs
2. Spray buff tile floors
3. Clean light lenses inside and out

Quarterly

1. Scrub and refinish tile floors

Annually

1. Strip and refinish tile floors

Stairwells

Daily

1. Sweep stairs, landing, and underneath stairs
2. Dust hand rails
3. Spot clean walls, doors, glass, hand rails, baseboards
4. Spot mop stairs

Weekly

1. Wet mop and rinse stairs with neutral cleaner
2. Damp clean hand rails, ledges, sills, and baseboards

Monthly

1. Spray buff landings
2. Dust high areas, light fixtures, window blinds, remove cobwebs
3. Clean HVAC vents
4. Clean light lenses
5. Clean window interiors

Quarterly

1. Scrub and refinish landings
2. Wash walls, hand rails, baseboards

Annually

1. Strip and refinish landings

Corridors/Lobby**Daily**

1. Empty trash cans and replace liner if necessary
2. Clean water fountain with sanitizing solution
3. Vacuum carpet
4. Spot clean carpet and tile floors (remove gum, scuff marks, spills)
5. Sweep/dust mop tile floors
6. Spot clean walls
7. Spot clean furniture

Weekly

1. Wet mop and rinse tile floors with detergent solution
2. Clean glass in doors
3. Dust high areas/light fixtures/remove cob webs
4. Clean baseboards

Monthly

1. Spray buff tile floors
2. Clean HVAC vents
3. Clean light lenses inside and out
4. Clean window interiors
5. Wet wipe furniture

Quarterly

1. Scrub and refinish tile floors
2. Shampoo/steam clean carpets
3. Wash inside and outside of trash cans
4. Wash walls

Annually

1. Strip and refinish tile floors
2. Shampoo/steam clean upholstered furniture and wash vinyl furniture

Entrances – includes all surfaces within 30 feet of entrance door

Daily

1. Sweep/vacuum mats and arrange in neat order (inside and out)
2. Empty trash cans and replace liner if necessary
3. Pick up all debris
4. Vacuum carpets
5. Mop and rinse tile floor with detergent solution
6. Spot clean glass/doors
7. Spot clean walls and doors
8. Spot clean furniture (inside and out)
9. Remove gum from sidewalks
10. Remove any cobwebs or flying insect nests

Weekly

1. Clean all glass inside and out
2. Clean under mats (inside and out)
3. Dust high and low areas/light fixtures/remove cob webs
4. Clean baseboards

Monthly

1. Spray buff tile floors
2. Clean HVAC vents
3. Clean light lenses inside and out
4. Clean all doors/handles/hardware

Quarterly

1. Scrub and refinish tile floors
2. Shampoo/steam clean carpets
3. Scrub/steam clean/pressure wash mats
4. Wash walls
5. Wash inside and outside of trash cans

Semi-Annually

1. Pressure wash store front and sidewalks within 30 feet of entrance

Annually

1. Strip and refinish tile floors

Outside Receptacles/Bus Stops

Daily

1. Empty all outside trash receptacles (should spot check during the day and empty whenever necessary). Also maintain and clean surfaces directly under and around (approximately 10 feet), receptacle of any debris or leakage, cleaning by whatever means may be necessary.

Weekly

1. Clean all outside shelters (bus stops)

Outside Windows

Annually

1. Exterior window of all buildings will be washed

Uniforms are required for all employees and the management team must have shirts with the appropriate name tags that are to be worn at all times.

Contractor is required to have an adequate service organization with local service representative for the geographical area for which the bid is applicable. The service representative should be employed by the bidder or designated as his authorized representative on a full time basis and not as a subcontractor.

- a. Contractor must be available by telephone between the hours of 8:00 a.m. and 5:00 p.m. each work day.
- b. Contractor must provide a telephone number or some means of contact for hours between 7:00 AM and 8:00 AM and between 5:00 PM and 11:00 PM on all work days.
- c. Contractor shall maintain a business office within 100 miles of Tri-County Technical College Pendleton Campus which is properly equipped and staffed to carry out all normal business functions and shall establish any additional means as may be necessary to fulfill the terms and conditions of this agreement.

Offeror must submit a Service Plan which includes all information below (this information will be used to determine responsibility):

1. Staffing plan which must include:
 - a) # of proposed hours needed to clean facilities
 - b) # of proposed employees to clean facilities
 - c) How many employees are full vs. part time?
 - d) The proposed employee wage rates
 - e) The proposed employee benefit package
2. Environmental Initiatives
 - a) What Green Cleaning practices are utilized?
 - b) What percentage of cleaning products will be green?

3. Quality Assurance Plan to include:
 - a) Training Information for management and employees
 - b) Operations Plan detailing day to day operations
 - c) Operational Policies – process for handling employee disputes, hiring practices and management changes
 - d) Emergency Plan – what is the operational plan to assist us during emergency situations?

4. Company policy for handling background checks?

5. Cleaning specifications to include:
 - a) Detail as to how you clean classrooms
 - b) Detail how you clean restrooms
 - c) Detail how you set-up their floor cleaning schedule and what does it include
 - d) Hourly cost for emergency situations

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (Modified)

- (1) Pendleton Campus, 7900 Hwy 76, Pendleton, SC
- (2) Anderson Campus, 511 Michelin Blvd, Anderson, SC
- (3) Anderson Quick Jobs Building, 512 Michelin Blvd, Anderson, SC
- (4) Easley Campus 1774 Powdersville Road, Easley, SC
- (5) Easley Quick Jobs Building, 1774 Powdersville Road, Easley, SC
- (6) Oconee Quick Jobs Building, 104 Vocational Drive, Seneca, SC
- (7) Highpoint/Bridge Campus Offices & Student Academic Area, 201 West Cherry Road, Seneca, SC
- (8) Industrial Technology Center, 5321 Hwy 76, Pendleton, SC

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

Requirements/Items to Submit

- **Verification that the Principal Owners/Managers of Company have a minimum of 5 years' experience in the cleaning industry.**

- **Resume of proposed contract manager who will be dedicated to our TCTC account and will be located on our Pendleton campus.**
- **List of all proposed janitorial equipment to be used in the performance of all duties at TCTC.** This list will be used to determine whether or not the offeror has necessary equipment to perform all required services. Equipment must be available for use and be on-site at TCTC campuses within 2 weeks of Notice of Award. Offerors who are determined not to have sufficient equipment to perform all duties on all campuses will be deemed non-responsible. (See Section III.e. for details)
- **Three (3) references for whom the Contractor has performed similar services.** It is preferable that these references be institutes of higher education. Contractor must include for each reference: Company name, Contact name, phone number and email address, description and dates of services performed.
- **Proposal for nighttime cleaning staff for all Campuses.**
- **Service Plan as described in Section III (pages 21-22)**

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.

(2) You must promptly furnish satisfactory evidence of responsibility within twenty-four (24) hours of 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." [05-5005-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (Modified)

Award will be made by a completed lot to one vendor only. However, in order to be eligible for an award; offer must be made for all items within that lot. This contract award will be made to the lowest responsible and responsive bidder.

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

CALCULATING THE LOW BID (Modified)

The low bid will be derived from the Bid Schedule as shown in Section VIII of this solicitation. This "Evaluated Award Amount" will be the sum total of the extended price amount. This extended price amount is the sum total of the "**unit price**" multiplied by **the "the total estimated quantity (months) of the particular lot/item(s) that are anticipated to be purchased."** (See the below example). Since only one award will be made (one contractor will be awarded all lines), the total cost (extended price of all Line items added together) will be used to determine the low bid.

EXAMPLE

Lot /Items	Total Estimated Quantity of Lot/Item Yearly Total Months Needed.	Unit of Measure	Unit Price	Extended Price
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Lot 1, Item 1	12	Month	\$1000.00	\$12,000.00 This is the Evaluated Award Amount
Product Catg.: Janitorial Services				
Item Description: Pendleton Campus				

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order

listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of

the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

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]

CONFERENCE – PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all

concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

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]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete

the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is anticipated to be one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (Modified)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the state elects not to renew the contract at least sixty (60) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (Modified)

LOT 1 (Items 1-8) Offeror must bid on all items in lot.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Pendleton Main Campus Buildings, located at Hwy 76, Pendleton, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Anderson Campus, located at 511 Michelin Blvd, Anderson, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Anderson Quick Jobs Center, located at 512 Michelin Blvd, Anderson, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Easley Campus located at 1774 Powdersville Road, Easley, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Easley Quick Jobs, located at 1774 Powdersville Road, Easley, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Oconee Campus Quick Jobs located at 104 Vocational Drive, Seneca, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College facilities Highpoint/Bridge Campus Offices & Student Academic Areas, located at 201 W. Cherry Road, Seneca, SC				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	3	Year		
Item Description: Janitorial Services				
Tendering Text: Provide Janitorial Services for Tri-County Technical College Industrial Technology Center located at 5321 Highway 76, Pendleton, SC				

LOT 1 TOTAL EXTENDED PRICE (Items 1-8). \$ _____

Items 1-8 stated above will be awarded as a complete lot to one bidder. (Unit prices must be shown).

Hourly Rate for emergency or additional services (this pricing will not be used in evaluation to determine award):

Monday – Friday	7 AM to 5 PM	_____ per hour
Monday – Friday	After 5 PM	_____ per hour
Saturday, Sunday, Holiday		_____ per hour

Please Note: The College is undergoing construction of a new building and renovation of an existing building. We have a new Student Success Center that is under construction and should be fully occupied starting in January. The total square footage of that building will be 72,147 sq. ft., but the area that will be cleaned will be approximately 63,571 sq. ft. The Ruby Hicks Library/Administration Building will be emptied and remodeled beginning in December 2017/January 2018 and the building will not require cleaning services during the renovation. During the life of this contract, buildings and/or locations may be added or removed and pricing will be negotiated at the time additions or deletions are needed. Any additions or deletions will be handled through Change Orders to the contract.

IX. ATTACHMENTS TO SOLICITATION

Appendix A – Building List

APPENDIX A

Building Name	Building Square Footage	Building Name	Building Square Footage
Pendleton Campus Buildings, 7900 Highway 76, Pendleton:		Industrial & Business Development Center	22,000
Pickens Hall	40,232	*Fulp Hall - Health Sciences Building	82,250
Anderson Hall	21,006	Ruby Hicks Library/Administration Building	55,565
Miller Hall	20,580	Other Campuses	
Shipping and Receiving	2,826	Anderson Campus 511 Michelin Boulevard, Anderson	42,000
Cleveland Hall	37,505	Anderson Quick Jobs 512 Michelin Boulevard, Anderson	5,847
Economic Development Center	7,500	Easley Campus 1774 Powdersville Road, Easley	40,418
Halbert Hall	10,156	Easley, Quick Jobs 1774 Powdersville Road, Easley	4,323
Wilson Hall	16,350	Oconee, Quick Jobs 104 Vocational Drive, Seneca	9,023
Oconee Hall	35,890	Highpointe/Bridge Campus Offices & Student Academic Area: 201 W. Cherry Road, Seneca	8,711
Physical Plant	8,000	Industrial Technology Center 5321 Hwy 76, Pendleton	43,000
Student Center	22,000		

Note: Gross square footage values are provided for general information. The values are not cleanable square footage. In some cases the Janitorial Services will not involve the total square footage of the buildings.

***Health Sciences Building** - This building will be maintained to a high standard because of its high profile and high traffic. This building houses the Sciences and Nursing program labs, an operational Dental Clinic, Surgical Technology, Medical Laboratory Technology, Respiratory Care and Medical Assistance Departments.

Due to the infectious materials that are used in some laboratories, these labs must be cleaned with extreme care and caution. Contractor's personnel are not to open or store any food in the refrigerated areas in the labs as they contain blood and other infectious material. Rubber gloves must be worn at all times while cleaning these labs. Contractor's personnel cannot bring food or beverages into these labs, apply make-up while cleaning these labs, and are not to empty any trash receptacle with ORANGE BIOHAZARD LINERS. Contractor's personnel should not enter storage rooms without prior approval. These storage rooms will be cleaned twice a year.

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

[09-9005-3]

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]