DESCRIPTION: Elevator Maintenance Services for Tri-County Technical College Campuses

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: | Physical Address: |
| TRI-COUNTY TECHNICAL COLLEGE | TRI-COUNTY TECHNICAL COLLEGE |
| PURCHASING OFFICE | PURCHASING OFFICE – RH 280 |
| PO Box 587 | 7900 Highway 76 |
| Pendleton SC 29670-8876 | Pendleton SC 29670-8876 |

SUBMIT OFFER BY (Opening Date/Time): 11/30/2020 2:00 PM

QUESTIONS MUST BE RECEIVED BY: 11/18/2020 10:00 AM

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

CONFERENCE TYPE: Pre-Bid Conference – Not Mandatory

DATE & TIME: 11/16/2020 at 10:00 AM

Site visit of Pendleton Campus will immediately follow then Anderson site visit at 11:30, Easley site visit at 1:30.

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: Tri-County Technical College

Physical Plant: Conference Room 101

Pendleton, SC 29670

AWARD & AMENDMENTS

Award notification will be posted at the Physical Address stated above. The award, this solicitation, and any amendments will be posted at the following web address: https://www.tctc.edu/about-us/accountability/purchasing/solicitation-postings/

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

(full legal name of business submitting the offer)

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

/Register to Obtain S.C. Vendor No. at www.procurement.sc.gov/

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR’S TYPE OF ENTITY: (Check one)

___ Sole Proprietorship

___ Corporate entity (not tax-exempt)

___ Partnership

___ Corporation (tax-exempt)

___ Other

___ Government entity (federal, state, or local)

(See “Signing Your Offer” provision.)
HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)

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

PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C) (1) (i) & (ii)) or the Resident Contractor Preference (11-35-1524(C) (1) (iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

* All contractors should note that including preference calculations after each item in the bid schedule as shown in Section VIII does not guarantee that preferences will be applied to each line item. Preferences may or may not have any effect in the calculation of the low bid. The application of preference is determined by certain different qualifying criteria being met. (See Section 11-35-1524 (E3) of the S.C. Consolidated Procurement Code for more details)

PAGTwo (SEP 2009) End of PAGE TWO
## Table of Contents

### SECTION_I ................................................................. 3
ACQUIRE SERVICES (JAN 2006) .................................................. 3
MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006) .................. 3

### SECTION_IIA .................................................................... 3
DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015) ........... 3
AMENDMENTS TO SOLICITATION (JAN 2004) ................................. 4
AUTHORIZED AGENT (FEB 2015) .................................................. 4
AWARD NOTIFICATION (FEB 2015) ............................................... 4
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) .................... 4
BID ACCEPTANCE PERIOD (JAN 2004) .......................................... 4
BID IN ENGLISH and DOLLARS (JAN 2004) ................................. 4
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) 4
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) 5
CODE OF LAWS AVAILABLE (JAN 2006) ...................................... 6
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) 6
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) ....................... 6
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) ................. 6
DUTY TO INQUIRE (FEB 2015) .................................................... 6
ETHICS CERTIFICATE (MAY 2008) .............................................. 6
OMIT TAXES FROM PRICE (JAN 2004) .......................................... 7
OPEN TRADE REPRESENTATION (JUN 2015) .................................. 7
PROTESTS (JUN 2006) .............................................................. 7
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) ...... 7
PUBLIC OPENING (JAN 2004) .................................................... 7
QUESTIONS FROM OFFERORS (FEB 2015) .................................. 7
REJECTION/CANCELLATION (JAN 2004) ...................................... 8
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015) ....................... 8
SIGNING YOUR OFFER (JAN 2004) ............................................. 8
STATE OFFICE CLOSINGS (JAN 2004) ....................................... 9
SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015) .............. 9
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015) ...... 9
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) 9
VENDOR REGISTRATION MANDATORY (JAN 2006) ....................... 10
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) ............... 10

### SECTION_IIB ................................................................... 10
CONFERENCE-PRE-BID/PROPOSAL (MODIFIED) ............................. 10
Error! Bookmark not defined.
MAIL PICKUP (MODIFIED) ........................................................ 10
PROTEST - CPO - MMO ADDRESS (JUN 2006) ............................. 10
UNIT PRICES REQUIRED (JAN 2006) .......................................... 11

### SECTION_III .................................................................... 11
SEE BIDDING SCHEDULE .......................................................... 14
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006) .... 14

### SECTION_IV .................................................................... 14
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015) 14
MINORITY PARTICIPATION (DEC 2015) ......................................... 15

### SECTION_V .................................................................... 15
QUALIFICATIONS OF OFFEROR (MAR 2015) ................................. 15

### SECTION_VI .................................................................... 16
AWARD CRITERIA -- BIDS (JAN 2006) ......................................... 16
AWARD BY LOT (JAN 2006) ......................................................... 16
AWARD TO ONE OFFEROR (JAN 2006) ....................................... 16
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION VI A</td>
<td>16</td>
</tr>
<tr>
<td>ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)</td>
<td>17</td>
</tr>
<tr>
<td>BANKRUPTCY - GENERAL (FEB 2015)</td>
<td>17</td>
</tr>
<tr>
<td>CHOICE-OF-LAW (JAN 2006)</td>
<td>17</td>
</tr>
<tr>
<td>CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)</td>
<td>17</td>
</tr>
<tr>
<td>DISCOUNT FOR PROMPT PAYMENT (JAN 2006)</td>
<td>17</td>
</tr>
<tr>
<td>DISPUTES (JAN 2006)</td>
<td>17</td>
</tr>
<tr>
<td>FALSE CLAIMS (JAN 2006)</td>
<td>18</td>
</tr>
<tr>
<td>FIXED PRICING REQUIRED (JAN 2006)</td>
<td>18</td>
</tr>
<tr>
<td>NO INDEMNITY OR DEFENSE (FEB 2015)</td>
<td>18</td>
</tr>
<tr>
<td>NOTICE (JAN 2006)</td>
<td>18</td>
</tr>
<tr>
<td>OPEN TRADE (JUN 2015)</td>
<td>18</td>
</tr>
<tr>
<td>PAYMENT and INTEREST (FEB 2015)</td>
<td>18</td>
</tr>
<tr>
<td>PUBLICITY (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>PURCHASE ORDERS (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>SURVIVAL OF OBLIGATIONS (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>TAXES (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>THIRD PARTY BENEFICIARY (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>WAIVER (JAN 2006)</td>
<td>19</td>
</tr>
<tr>
<td>SECTION VI B</td>
<td>19</td>
</tr>
<tr>
<td>COMPLIANCE WITH LAWS (JAN 2006)</td>
<td>20</td>
</tr>
<tr>
<td>CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)</td>
<td>20</td>
</tr>
<tr>
<td>CONTRACTOR PERSONNEL (JAN 2006)</td>
<td>20</td>
</tr>
<tr>
<td>CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)</td>
<td>21</td>
</tr>
<tr>
<td>DEFAULT - SHORT FORM (FEB 2015)</td>
<td>21</td>
</tr>
<tr>
<td>INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)</td>
<td>21</td>
</tr>
<tr>
<td>LICENSES AND PERMITS (JAN 2006)</td>
<td>21</td>
</tr>
<tr>
<td>RELATIONSHIP OF THE PARTIES (JAN 2006)</td>
<td>21</td>
</tr>
<tr>
<td>TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)</td>
<td>21</td>
</tr>
<tr>
<td>TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)</td>
<td>21</td>
</tr>
<tr>
<td>TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)</td>
<td>22</td>
</tr>
<tr>
<td>SECTION VIII</td>
<td>22</td>
</tr>
<tr>
<td>BIDDING SCHEDULE (NOV 2007)</td>
<td>23</td>
</tr>
<tr>
<td>SECTION IX</td>
<td>23</td>
</tr>
<tr>
<td>LIST OF ATTACHMENTS</td>
<td>25</td>
</tr>
<tr>
<td>NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING</td>
<td>26</td>
</tr>
</tbody>
</table>
I. SCOPE OF SOLICITATION

It is the intention of Tri-County Technical College (hereinafter referred to as the College) to acquire Elevator Maintenance Services for all Tri-County Technical College locations as described in this document. This will be a one (1) year contract with two (2) options to renew for a potential maximum of three (3) total years.

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 01/01/2021 End date: 12/31/2023. 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)

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: https://www.tctc.edu/about-us/accountability/purchasing/
(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.

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.

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

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.

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)]

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.

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."

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
omitted
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.

(b) Written questions must be submitted by email to amassev7@tctc.edu prior to 11/18/2020 at 10:00 AM. Answers to written questions and any amendments will be posted on Tri County Technical College’s purchasing website at http://www.tctc.edu/Content/About_TCTC/PurchasingSolicitation.xml. Please do not call with questions; verbal questions will not be answered.

**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 signed 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 is 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.scemd.org/planandprepare/disasters/severe-winter-weather

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 words "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.)

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.

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)

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

CONFERENCE – PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: Monday, November 16, 2020 at 10:00 AM

Location of Pre-Bid/Proposal Conference: Tri-County Technical College, Physical Plant Conference Room 101. 7900 Hwy 76, Pendleton, SC 29670. Maps and directions may be accessed on our website: http://www.tctc.edu/About_TCTC/Maps_and_Contact_Info/Maps.xml

Directly following the Pre-Bid conference, there will be a guided site visit of the Pendleton Campus. Site visits are scheduled on the same day (11/16/2020) at the other campuses as follows: Anderson Campus at 11:30 AM and Easley Campus at 1:30 PM. Greg Grogan, Maintenance Supervisor, will be at these locations at the specified times to guide the tours. If you do not arrive on-time, you may not be able to tour the facility.

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 College assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the College 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.

MAIL PICKUP (MODIFIED)

The College picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. If sending offer by other delivery method, please ensure that your
submission will be delivered to the College prior to 2:00 PM, which may require priority first morning delivery. If you are delivering your submission by hand, please deliver directly to Amanda Massey Procurement Specialist, located in Ruby Hicks Building Room 280.

**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.

The purpose of this invitation for bids is to establish a contract with a qualified Contractor for Elevator maintenance services as listed herein for Tri-County Technical College (TCTC). Offerors must be properly licensed in the State of South Carolina and the Cities of Pendleton, Anderson, and Easley, to perform the scope of Work described herein.

**CLASSIFICATION**

Vertical transportation systems covered by this specification are classified as Passenger Elevators, Escalators, Freight Elevators and Dumbwaiters.

**APPLICABLE STANDARDS**

The following documents of issue in effect on the date of the Bid Invitation shall form a part of this specification.

- ANSI A17.1 – Safety Code for Elevators and Escalators
  American National Standards Institute, Inc.
  1450 Broadway
  New York, NY 10018

- ANSI A17.2 – Inspection Manual for Elevators and Escalators
  American National Standards Institute, Inc.
  1450 Broadway
  New York, NY 10018

- ANSI A17.3 – Safety Code for Existing Elevators and Escalators
  American National Standards Institute, Inc.
  1450 Broadway
  New York, NY 10018

  State of South Carolina
  Labor Department
  P O Box 11329
  Columbia, SC 29211-1329

- S.C. Elevator Code and Regulations
  S.C. Labor Department
  P O Box 11329
  Columbia, SC 29211-1329

- S.C. LLR
  Office of Elevators and Amusement Rides
110 Centerview Drive  
Columbia, SC 29210

It is the intent of Tri-County Technical College to acquire quarterly elevator maintenance services. This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, adjustments, repairs and replacements for the complete vertical transportation systems described herein.

All elevators under this contract shall be maintained in fully operating condition and must comply with all requirements of the current applicable standards, laws, regulations, ordinances, codes, etc. Any needs for repair work may be requested and handled outside this contract.

The College will provide the Contractor with all normal utilities such as electricity, lights, water, etc., necessary for performing this contract.

Additional work may be requested of the successful Contractor and the College reserves the right to add, delete, revise and expand services in response to changing requirements. Such modifications will be executed using a written change order with negotiated adjustments to contract amounts.

Specifications for Elevator Maintenance/Repair for three (3) campuses of Tri-County Technical College:

**Services are to be provided for the following elevator locations:**

1. **Pendleton Campus- 7900 US 76 - Pendleton, South Carolina (8)**
   - 1 ea Dover hydraulic passenger elevator
     2100 lbs capacity with one opening and three landings
     location: Oconee Hall, Pendleton Campus
   - 2 ea Kone traction passenger elevator
     3500 lbs capacity with one opening and three landings
     location: Student Success Center, Pendleton Campus
   - 1 ea Kone traction passenger elevator
     2500 lbs capacity with one opening and two landings
     location: Student Success Center, Pendleton Campus
   - 1 ea Thyssenkrupp hydraulic passenger elevator
     2100 lbs capacity with two openings and three landings
     location: Ruby Hicks, Pendleton Campus
   - 1 ea Otis hydraulic passenger elevator
     2500 lbs capacity with one opening and three landings
     location: Ruby Hicks, Pendleton Campus
   - 2 ea Dover hydraulic passenger elevator
     3500 lbs capacity with one opening and five landings
     location: Fulp Hall, Pendleton Campus

2. **Anderson Campus- 511 Michelin Boulevard - Anderson, South Carolina (1)**
   - 1 ea Schindler hydraulic passenger elevator
     2500 lbs capacity with one opening and two landings
     location: Anderson Campus

3. **Easley Campus – 1774 Powdersville Road – Easley, South Carolina (1)**
   - 1 ea TKE hydraulic passenger elevator
     2500 lbs capacity with one opening and two landings
     location: Easley Campus
The College’s normal operating hours during which contractors may perform work are 7:30 – 5:00 Monday through Thursday and 7:30 – 2:00 on Friday. The successful offeror may work outside of these hours with prior approval of the College’s Physical Plant.

Tri-County Technical College is a tobacco free campus. The use of tobacco is prohibited at all locations. Fraternization with students/faculty is also not permitted.

Offerors must be able to respond to emergency service requests within a two (2) hour window of time.

The preventive maintenance program as specified herein will consist of an all inclusive service including but not limited to elevator inspections examinations, lubrication, testing, cleaning, adjusting, and all minor and major repairs of equipment.

All elevators under this contract shall be maintained in first-class operating condition and must comply with all requirements of the current applicable standards, all other applicable laws, regulations, ordinances, codes, etc., and the American National Standards Institute (ANSI) code shall be used as a guide to establish that the elevators are operating safely. The Contractor shall provide a full maintenance program in accordance with ANSI standards.

After award, the successful Offeror shall develop a comprehensive maintenance plan to serve as a guide for the implementation of the Work as described herein.

- Plan shall be developed as a draft for the College’s review and acceptance within 30 days of contract award.
- Plan shall include a detailed check list and schedule of work activities per the maintenance and operation manuals. This list shall designate specific equipment by location including model and serial numbers.
- A written report shall be submitted to the College monthly noting work activities that occurred in the preceding month as specified in the plan giving the date of each activity.
- Plan shall be updated as necessary to address specific needs or changes to the locations.
- Successful Offeror shall meet with the College prior to every scheduled maintenance window in order to discuss TCTC policies and procedures regarding safety.

Work related to manufacturers’ recommended maintenance and operations procedures shall include the cost of any special testing of services as required. Cost of chemicals to keep services acceptable to manufacturer’s requirements shall be included in the work.

**Additional Work**

Specific work requested by the College during the life of the contract will be performed on a unit price basis in addition to the base bid Work. Offerors shall submit a rate sheet listing hourly rates for all labor classifications applicable to Elevator maintenance and repair. The rate sheet shall include any specialty equipment or vehicle costs, as well. Unit rates shall include the cost of labor, overhead, vehicles, equipment and fuel required to complete the requested work. The unit rates shall not include the cost of parts, pieces, misc. components, materials or other specialty materials requested by the College. Cost of such materials shall be included in the quote for additional work and will be reimbursed to the successful Offeror at a maximum 5% mark up. This rate sheet is only for additional work that is not included in pricing submitted on the Bid Schedule.

**THE CONTRACTOR MUST:**

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 offeror 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 7:30 a.m. and 5:00 p.m. each work day.

b. Contractor must provide a telephone number or some means of contact for emergencies after 5:00 p.m.

c. Contractor shall maintain a business office within 100 miles of Tri County Technical College 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.
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) Easley Campus 1774 Powdersville Road, Easley, SC

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MODIFIED)

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 certificate of insurance for all insurance policies you have or a summary of policies you 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.

Requirements/Items to Submit

(1) Offerors must hold a current mechanical license from the state of South Carolina and if required, the Counties of Anderson and Pickens. Offerors must submit a copy of all applicable licenses with your response to this bid.
(2) The offeror must clearly demonstrate that it has ample personnel and skill capacity to meet the demands of this project assignment.
(3) Specific and or optional work requested by the College during the life of the contract will be performed on a unit price basis in addition to the base bid Work. Offerors shall submit a rate sheet listing hourly rates for all labor classifications applicable to Elevator maintenance and repair. The rate sheet shall include any specialty equipment or vehicle costs, as well. Unit rates shall include the cost of labor, overhead, vehicles, equipment and fuel required to complete the requested work. The unit rates shall not include the cost of parts, pieces, misc. components, materials or other specialty materials requested by the College. Cost of such materials shall be included in the quote for additional work and will be reimbursed to the successful Offeror at a maximum 5% mark up. This rate sheet is only for additional work that is not included in pricing submitted on the Bid Schedule.
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
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 BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

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” of items 1-3. (See the below example)

EXAMPLE

<table>
<thead>
<tr>
<th>Lot /Items</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1, Items 1</td>
<td>1</td>
<td>Year</td>
<td>$2500</td>
</tr>
</tbody>
</table>

Product Catg.: Janitorial Services

Item Description: Janitorial Services – 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 (MODIFIED)

(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) 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.

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]

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]

**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]

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
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]

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 (MODIFIED)

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 with two (2) options to renew for one (1) year each. Regardless, this contract expires no later than the last date stated on the final statement of award.

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 90 days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]
VIII. BIDDING SCHEDULE / PRICE - BUSINESS PROPOSAL

All bidders should take notice that including preference calculations after each line item in the bid schedule as shown below does not guarantee that preferences will be applied to each line item. Preferences may or may not have any effect in the calculation of the low bid(s). The application of preferences is determined by certain different qualifying criteria being met. (See Section 11-35-1524 (E3) of the S.C. Consolidated Procurement Code for more details)

Offerors shall also submit a rate sheet as described in Sections III and IV of this document. The rate sheet will not be used for evaluation purposes.

BIDDING SCHEDULE (NOV 2007)

LOT 1 (Items 1-3) Offerors must submit a price for all items in lot.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
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<td>Year</td>
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**Item Description:** Elevator Maintenance Services - Pendleton

**Tendering Text:** Provide for Elevator Maintenance Services for Tri-County Technical College facilities Pendleton Main Campus Buildings, located at 7900 Hwy 76, Pendleton, S.C.

<table>
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<th>Preferences Requested</th>
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<table>
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<tr>
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<th>Quantity</th>
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<th>Unit Price</th>
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<td>Year</td>
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**Item Description:** Elevator Maintenance Services - Anderson

**Tendering Text:** Provide for Elevator Maintenance Services for Tri-County Technical College facilities Anderson Campus, located at 511 Michelin Blvd, Anderson, S.C.

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**Item Description:** Elevator Maintenance Services – Easley

**Tendering Text:** Provide for Elevator Maintenance Services for Tri-County Technical College facilities Easley Campus located at 1774 Powdersville Road, Easley, S.C.

**Question**

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<th>Preferences Requested</th>
<th>Specify which preference you claim</th>
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<td>_____Yes</td>
<td></td>
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<td>_____No</td>
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**LOT 1 TOTAL EXTENDED PRICE (Items 1-3)**

$ ______________________

Items 1-3 stated above will be awarded as a complete lot to one bidder. (Unit prices must be shown).
IX. ATTACHMENTS TO SOLICITATION

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your 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 proposal to make sure your 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 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 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.**

- **Check to ensure your 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! This solicitation includes a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "Submission of Questions".**

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