



Greenville Technical College

Invitation for Bids

Solicitation Number: GTC-21-05-277IFB- Elevator Maintenance

Date Issued: July 12, 2021

Procurement Officer: Kristal Doherty

Phone: (864) 250-8417

E-Mail Address: Kristal.doherty@gvltec.edu

DESCRIPTION: Elevator Maintenance Service

USING DEPARTMENT UNIT: Facility Resources

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

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: Greenville Technical College
Purchasing – MS 1236
PO Box 5616
Greenville, SC 29606-5616

PHYSICAL ADDRESS: Greenville Technical College
Bldg 123 Room 213
738 S. Pleasantburg Dr
Greenville, SC 29607

SUBMIT BID BY (Opening Date/Time): 08/10/21 @ 3:00 PM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 07/29/2021 @ 3:00 PM (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original hard copy & One (1) hard copy marked COPY**

CONFERENCE TYPE:	DATE & TIME:	LOCATION:
Schedule Site Visits No later than 7/26/21 Tom Gregg at 864-404-7546	Scheduled site visits must take place between 7/20/21 and 7/28/21	Tom Gregg Greenville Tech- Building 107 23 Winterberry Court Greenville, SC 29607

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

AWARD & AMENDMENTS

Award is scheduled to be posted on **08/16/21**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.gvltec.edu/purchasing/>

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" and "Electronic Signature" provisions.)

NAME OF OFFEROR (full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

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

DATE SIGNED

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)

(See "Signing Your Offer" provision.)

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

PAGE TWO

(Return Pages One and Two with Your Offer)

HOME OFFICE ADDRESS

(Address for offeror's home office /principal place of business)

NOTICE ADDRESS

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

Area Code - Number - Extension: _____

Facsimile: _____

E-mail Address: _____

PAYMENT ADDRESS

(Address to which payments will be sent.)

ORDER ADDRESS

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

(check only one)

- Payment Address same as Home Office Address
 Payment Address same as Notice Address

(check only one)

- Order Address same as Home Office Address
 Order Address same as Notice Address

ACKNOWLEDGMENT OF AMENDMENTS

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

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

_____ Calendar Days (%)

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)).

PREFERENCES DO NOT APPLY 11-35-1524 (E)(5)

____ In-State Office Address same as Home Office Address

____ In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

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]

The purpose of this solicitation is to acquire elevator maintenance services for Greenville Technical College.

FUNDS NOT AVAILABLE (JAN 2006)

The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006):

Start Date: 9-1-2021 End Date: 8-30-2026. 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." [01-1040-1]

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015):

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT, EVEN IF NOT CAPITALIZED.

THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

OFFER means the bid or proposal submitted in response to 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)

All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:

www.gvltec.edu/purchasing/. (a) The Solicitation may be amended at any time prior to opening. (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 governmental 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 (JANUARY 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 (JANUARY 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 & DOLLARS (JANUARY 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 (JANUARY 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 non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous

certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JANUARY 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

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

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JANAURY 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

- (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]
- (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004):

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

QUESTIONS FROM OFFERORS (FEB 2015)

- (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**
- (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

E-mail questions to Kristal.doherty@gvltec.edu no later than 3:00 PM, July 29, 2021 titled in subject line "GTC21-05-277IFB Elevator Maintenance". Questions received after this date and time will not be answered.

REJECTION/CANCELLATION (JANUARY 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 (JUNE 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 (JANUARY 2004)

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

STATE OFFICE CLOSINGS (GTC MODIFIED SEPT 2014)

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**

<https://scemd.org/prepare/types-of-disasters/severe-winter-weather/> or www.gvltec.edu [From 02-2A120-

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DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (Modified)

Greenville Technical College is not accepting online or facsimile offers at this time. When you submit a paper offer or modification 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.**

[Modification of 02-2A130-2]

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006):

You must have a state vendor number to be eligible to submit an offer. 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 <https://scbo.sc.gov/>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

MAIL PICKUP (MODIFIED)

The Logistics Management Office of Greenville Technical College picks up all mail from The US Postal Service only once daily around 8:00 a.m. (excluding weekends and holidays). See provision entitled Section II. A. Deadline for Submission of Offer.

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)] [02-2B111-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009):

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

[02-2B114-1]

PROTEST - CPO - MMO ADDRESS (Modified)

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]

SITE VISIT - BY APPOINTMENT (JAN 2006)

Appointment for a site visit may be made by contacting: Tom Gregg at 864-404-7546

[02-2B140-1]

SITE VISIT – MANDATORY (JAN 2006)

See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer. [02-2B145-1]

III. SCOPE OF WORK / SPECIFICATIONS

Introduction: Greenville Technical College, hereinafter referred to as GTC, is a public institution of higher learning, providing academic curriculum programs, continuing education, and professional development to the citizens of Greenville County and the State of South Carolina. GTC is one of the largest technical colleges in the state with enrollments in curriculum programs of approximately 12,000 students with an additional 25,000 participants in continuing education and professional development classes. GTC has served the citizens of South Carolina since 1962. GTC has 4 campuses and 7 other site locations for training and administration.

Applicable Standards. The following documents of issue in effect on the date of the Bid shall form part of this specification:

a. American National Standards Institute, Inc.:

ANSI A17.1 – Safety Code for Elevators and Escalators

ANSI A17.2 – Inspection Manual for Elevators and Escalators

ANSI A17.3 – Safety Code for Existing Elevators and Escalators

b. South Carolina Department of Labor, PO Box 11329, Columbia, SC 29211-1329: South Carolina Code of Laws, 1976, Title 41, Section 167-South Carolina Elevator Code

All elevators under this contract shall be maintained in first-class operating condition and must comply with all requirements of the current applicable standards, laws, regulations, ordinances, codes, etc.

A. Scope of Work:

It is the intent of GTC to acquire services for furnishing all supplies, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment, and lubricants necessary to provide full preventive maintenance, special and routine adjustments and repairs to passenger and freight elevators. Additional work may be requested of the successful contractor. Contractor will provide a quote and GTC will make the decision on whether to have the contractor perform the work or seek the services of another contractor for the repair/additional work. GTC 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 the contract.

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

B. General Conditions:

1. Ownership. Contractor will not assume possession or control of any part of the equipment but such equipment shall remain property of GTC.

2. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all persons in direct proximity to the work site and to all property in the immediate vicinity. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. All damages or loss to any property or injury to persons caused in whole or in part by negligence on the part of the contractor's employees or anyone indirectly employed by him shall be the responsibility of the contractor. Contractor shall not be liable for any loss, damage or injury due to causes beyond reasonable control including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or acts of God.

3. Insurance. Contractor shall, at their own cost and expense, procure and maintain in full force and effect during the term of the contract. See Solicitation Section VII. Terms and Conditions – B. Special.

Certificates of Insurance Coverage described above shall be furnished by the contractor prior to the commencement of services under the contract and such certificates shall state that the coverage will not be canceled or reduced in amount prior to thirty (30) days after notice of such cancellation or reduction has been

mailed to GTC.

The enumeration of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the performance of the contractor under a resulting contract.

4. Warranty. Contractor shall guarantee all work required during the contract period for the duration of the contract. Should the State of South Carolina determine during the contract period that any required work has been performed improperly or not performed at all, the contractor shall, after mailing of written notification by the State, correct said deficiency within fourteen (14) calendar days. Failure to correct the defect within fourteen (14) calendar days will be construed as default of the contract.

The contractor also warrants to the State that all parts furnished under this solicitation will be new, of good quality and workmanship, and agrees to replace promptly any part or parts which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the contract period, and any extensions thereof. Such replacement shall be free of any charge.

5. Contractor's Employees/Equipment.

- a. Contractor must employ a minimum of two licensed/certified elevator mechanics within a 30 mile radius of Greenville, S.C. (Contractor must submit a list with response)**
- b.** Contractor's employees shall wear uniforms provided by the contractor and shall be reasonably neat and clean.
- c.** At a minimum the uniform shall bear the contractor's name or logo.
- d.** Employees shall carry identification prepared by the contractor. Contractor shall pay for all badges and identification.
- d.** Contractors shall be instructed to abide by rules and regulations set forth by GTC.
- e.** Offensive Situations. The contractor shall ensure his personnel are cautioned against interruptions, noise or offensive situations, which may interfere with students, faculty and employees.
- f.** Contractor's service vehicle shall be clearly identified with the company's name and/or logo. Contractor is responsible for following parking regulations and posted speed limits on campus. Questions should be addressed to Chief of Police – Greenville Technical College – (864) 250-8150.

C. Special Conditions.

1. Acceptance of Elevators-Pre-Maintenance Repair. Bidder agrees that by their own inspection they have found all elevators covered by this contract to be in suitable condition (meeting manufacturer's standards) for them to accept the elevators under the terms of the maintenance contract. The successful bidder, therefore, will not claim at any time during the life of the contract extra charges for any parts or service that may have been needed for maintenance of said elevators prior to award of contract. Should the bidder not find the elevators in suitable condition, a written report on each elevator not meeting this requirement, along with the cost for the necessary repairs must be submitted with the bid. Prior Maintenance Service has been performed by Schindler Elevator Corporation. Requests for prior maintenance records should be addressed to Schindler Elevator Corporation, 48 Brookfield Oaks Drive Suite E, Greenville, SC 29607 or 864-627-5332.

Contractor may be required to perform all or part of the repairs prior to establishing a maintenance contract for elevators, if in the opinion of GTC such repairs are necessary. However, GTC reserves the right to have identified repairs performed by another party prior to turning the elevators over to the Contractor for maintenance.

It shall also be the responsibility of the awarded contractor to acquire the necessary tools and software to be able to communicate with all equipment – their own, the competitor's proprietary and any non-proprietary equipment.

2. End of Contract period Maintenance. The contractor must perform all necessary maintenance and repairs by the end of the contract period. Within the last ninety (90) days of the contract, bids may be obtained for the next contract period's contract maintenance. All prospective bidders will have the right to inspect the equipment and review maintenance records.

In the event the repairs, maintenance and adjustments have not been completed at the end of the contract period, GTC reserves the right to contract with the new Contractor for the repairs. The current contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current contractor's final payment.

3. Inspections and Tests: The contractor shall perform routine and periodic inspections and tests of all equipment at the frequency stated in ASME A17.1, part X, following the procedures set forth in ASME/ANSI A17.2 and as specified below:

a. One (1) Year Inspections and Tests: The Contractor shall, at intervals of no longer than one (1) year from the initiation date of this contract perform the periodic inspection and tests as outlined in ASME A17.1, part X, Sections 1002, 1005, 1008, and 1010, as well as Fire Alarm testing based on NFPA guidelines (which is to be coordinated with the fire alarm contractor).

b. Five (5) Year Inspections and Tests: The Contractor shall, at intervals not longer than five (5) years from the date of the last five (5) year test and inspection as determined by stamped or marked date on the attached metal tag on the equipment, perform the inspection and tests outlined in ASME A17.1, Part X, Sections 1002 and 1005.

c. Certification:

- a. The Contractor shall submit certification to Greenville Technical College to show evidence of successful completion of the Six (6) Month, One (1) Year, and Five (5) Year Inspection and Testing in accordance with ASME A17.1 and as further specified in this contract.
- b. The certification shall include a list of all items identified by the applicable section in ASME A17.1, part X. Beside each item, include the initials of the person performing the inspections and tests and the date on which such was performed.
- c. Failure to provide the above referenced certification upon completion of the inspection or testing shall be cause for termination of this contract.
- d. If contractor fails to perform annual and five-year tests on or before the due date, the contractor shall credit the owner the amount equal to one month's maintenance cost and for each month until the test(s) are complete. The contractor shall furnish as required, at no cost to Greenville Technical College, personnel to accompany State Elevator Inspector when required.

d. Testing: The Contractor will conduct a test of all campus elevator phones. The test shall be performed in conjunction with the regular monthly maintenance service.

e. Acceptance, Evaluation and Quality Assurance: The importance of the elevators covered by these specifications demand that they be maintained in a satisfactory and safe operating condition in requirements of these specifications, ASME Code and with the South Carolina Elevator Code and Regulations and be kept capable of providing: their initial maximum capacity, speed and performance. GTC reserves the right to make sure that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, GTC may immediately demand that the Contractor place the elevator in condition to meet these requirements. The Contractor's failure to comply with such a demand within fourteen (14) days will constitute a circumstance under which GTC may terminate the contract. If the demand is not promptly complied with, GTC may terminate the contract. If the demand is not promptly complied with, GTC may enter into an agreement with other contractors to perform such work and charge the total cost thereof to the Contractor.

4. Routine Service Calls – Maintenance and Inspection Record. Each time an elevator is serviced, whether emergency or regular, a report on a contractor supplied approved form shall be submitted to GTC Facility Resources no later than the next work day after servicing. The report shall include information such as the date, hour, location, nature of the trouble for which a service call was required and must include a brief description of services performed. The Contractor must acquire a designated representative's signature on the maintenance and inspection report. Contractor personnel must notify and report to GTC Facility Resources Office Building 107 at 23 Winterberry Ct Greenville, SC 29607 upon completion of each service call. Contractor will respond only to calls from Facility Resources, Campus Safety or Campus Police.

5. Call Back Service. Normal working hours are defined as 8:00 am to 5:00 pm Monday through Thursday and 8:00 am to 1:00 pm Friday.

The Contractor shall provide two-hour (2) call back response time twenty-four (24) hours per day, seven (7) days per week, for all elevators. Response time is being on the job site within the designated time. GTC shall be billed for the overtime portion only. The Contractor shall provide twenty-four (24) hour answering service. An answering machine shall not be substituted for this requirement. Contractor will only respond to calls from Facility Resources, Campus Police or Campus Safety.

Emergency calls for stranded elevators carrying passengers, shall be responded to within 30 minutes, during normal working hours, and one (1) hour at all other times for all elevators under this contract.

6. Failure to Perform. GTC reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received. The consultant's decision as to contractor's responsibility in fulfilling their contract obligation shall be final, with approval from GTC. However, the consultant cannot recommend that anything be added to the elevator that was not present when the contract was awarded. If the contractor fails to make immediate correction to elevators as directed by GTC, any or all contracts held by the contractor may be canceled.

7. Addition or Deletion of Units. Elevators to be serviced and maintained under this contract are specified in Attachment F. Any unit added or deleted by GTC from said list will result in an equitable adjustment to the contract price. Any unit added that is of the same make and model number currently on the contract will be added at the current monthly contract price. Any unit added that is not currently on the contract will be negotiated by GTC and the contractor and added per written change order. If a unit is deleted, the price as stated on the contract in effect for effected unit will be subtracted from the contract price.

8. Contractor's Representative. Contractor shall, within five (5) days after the award of the contract, submit a written identification to GTC Facility Resources, the name, title, address and telephone number of one individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. Any subsequent changes in the above shall be reported by the contractor to GTC immediately.

9. Spare Parts. To assure minimum shutdown time for emergency repairs, the successful bidder should have ample spare parts on hand for normal maintenance and repair of the elevators. Or at a minimum parts must be able to be obtained by 1 business day. These spare parts and lubricants shall be of equal to or better than original manufacturer's parts.

Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and shall not be permitted.

See **Attachment A**, Spare Parts List

10. Overtime. The price bid herein contemplates routine service work to be done during regular working hours on regular working days as listed in Item 5. Overtime emergency call back service is defined as services required for all buildings with elevators. All elevators will be subject to overtime emergency call back service because they are critical to student, faculty, and staff work.

11. Service, Parts and Manuals. With the exception of new installations, GTC does not have service manuals for all installed elevators. Contractor is responsible for a site visit to make determinations for required repairs. Working schematics and wiring diagrams are located in each elevator machine room, with a few exceptions.

Schematics, plans, etc. must be ordered at the contractor's discretion and expense. GTC Facility Resources will assist in coordinating site visits. At termination of the contract, GTC shall retain all blueprints, wiring diagrams and other pertinent data that may have been furnished and updated by the Contractor.

12. Acceptance, Evaluation and Quality Assurance. The importance of the elevators covered by these specifications demands that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, ANSI Code and the South Carolina Elevator Code and Regulations and be kept capable of providing their initial maximum capacity, speed and performance. GTC reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, GTC may immediately demand that the contractor place the elevator in condition to meet these requirements. The contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which GTC may terminate the contract. If the demand is not promptly complied with, GTC may enter into agreement with others to perform such work and charge the total cost thereof to the contractor.

13. Scheduled Testing. The current contractor must provide verification that all inspections have been performed in accordance with the current ANSI A17.1 Elevator Code. Notification must be given in writing ten (10) days prior to conducting running safety test. Contractor shall furnish GTC a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to service.

14. General Housekeeping. Contractor must maintain housekeeping on all of the elevators. Elevator pits, machine rooms, penthouses, hoist way walls and cables shall be kept clean and free of scrap parts, oily rags, combustible materials, dirt, dust and debris. Vacuuming is required. An inspection of GTC elevators will be conducted by the Facilities Management between the (10th) and (15th) working day of each month. Noncompliance to this requirement will subject the contractor to the requirement for correction stated in this document. Multiple offences will be grounds for termination of the contract or a reduction in the overall fee paid by GTC for monthly service.

15. Work Documentation. The Contractor shall be required to furnish and use some form of work documentation such as a "trip ticket", "service repair order" or "maintenance and inspection form". Such documentation shall, at a minimum, contain the building number/name, date, time of arrival and departure, and services rendered. A GTC representative will sign each "Trip Ticket" or approved maintenance repair order prior to departure. The "trip tickets" should at a minimum be equal to the total number of man hours monthly as stated in the Preventive Maintenance Service" section. Reference "Preventive Maintenance" section for clarification.

16. Annual Survey. Once a year at a time agreeable to both the Contractor and GTC, the Contractor shall prepare a written submission of their elevator survey on the condition of GTC's elevators. The survey shall be an informational report to identify equipment which (1) is obsolete and (2) items requiring upgrading or near term replacement.

17. Invoicing. Contractor shall submit invoices monthly for preventive maintenance furnished during the preceding month. GTC will not pre-pay for services.

18. Job Conferences and Written Reports. The Contractor shall, at intervals of no longer than ninety (90) days from the initiation date of this contract, schedule and meet with GTC Facility Manager to review performance and schedule major repairs contemplated during the next ninety (90) day period. The Contractor shall furnish GTC a written schedule when major service resulting in downtime shall be performed at least thirty (30) days prior to service requirements.

The Contractor shall submit to GTC's Engineering and Facilities Assistant Manager a monthly written performance report. This monthly report is due no later than the 15th day of the following month and shall include a list of each elevator by building indicating the date the elevator was serviced during that month. When services other than routine maintenance are performed, a brief description of services rendered should be included.

E. Preventive Maintenance Specifications: See Attachment B for Preventive Maintenance Specifications.

F. Scheduling of Preventive Maintenance:

1. All normal work under this Agreement will be performed during normal work hours - 8:00 am-5:00pm Monday through Thursday and 8:00 am – 1:00 pm Friday. Removal of elevators from service shall be coordinated with and approved by GTC Facility Resources. To the extent possible, all preventive maintenance which requires removal of elevators from service will be scheduled during off-peak hours of building operation.

2. No elevator will be taken out of service during the normal business day without prior notification to GTC except in emergencies. Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor employees.

G. Work Excluded Under Preventive Maintenance: See **Attachment C** for Preventive Maintenance, Work Excluded Under Preventive Maintenance.

H. Required Maintenance Service and Schedule of Maintenance Operations: See **Attachment D** for Schedule of Maintenance Operations.

I. Performance Requirements: See **Attachment E** for Performance Requirements.

J. Minor Vandalism: As stated above, the elevator contractor shall include in the price for maintenance, calls due to vandalism or nuisance. Items that might fall under this category are keys or phone in the elevator, a cart bumping the door and knocking it out of alignment, dirt in tracks keeping doors from closing, etc.

K. Running on Arrival: During normal business hours, any calls that result in "running on arrival" will not be charged to GTC.

L. Signage: The Contractor will place "Out Of Order" signs on any elevator that is being worked on for normal maintenance or correcting a problem. The signs shall be placed in the proximity of the elevator or all floors served by that elevator. They shall be professionally printed and no smaller than six (6) inches by six (6) inches. If the elevator can be placed back into operation in less than thirty (30) minutes the signs will not be required. The Contractor will remove all signs when the elevator is placed back into service.

M. Corrective Action: GTC reserves the right to contract any work necessary to maintain the elevators safe performance in compliance with the word of this contract, at the elevator maintenance Contractor's expense providing the elevator maintenance contractor does not respond to documented deficiencies within seven (7) days of written notice.

N. Continuation of Service: The Contractor shall correct any failures, which takes any equipment out of service within two (2) calendar days from the date of notification of the failure. If the equipment is not back in service by such time, GTC may request a credit to the monthly maintenance payment for that equipment, prorated for the period the equipment was out of service beyond such time.

DELIVERY / PERFORMANCE LOCATION - SPECIFIED (Modified):

After award, all deliveries shall be made and all services provided to the addresses included in **ATTACHMENT F**

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED)

You shall submit a signed Cover Page and Page Two. You must submit paper offers. Greenville Technical College is not accepting electronic, email, or facsimile offers at this time. Your offer should include all other information and documents requested in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

Bidders must submit documentation/listing as required in Section V. Qualifications – Mandatory Minimum.

Bidders must submit the following information. This information will be for the purposes of determining Responsibility and not be evaluated.

- a. Bidder must provide a statement (including the number of years) that the Bidder is regularly engaged in the business of installing and servicing elevators of the type of equipment covered by this solicitation.
- b. Bidder must provide a complete description and location of service office which will be used in the performance of the contract issued from this solicitation. Include a general statement regarding on hand quality of spare parts equal to or better than manufacturers original parts. NOTE: By submitting a bid, contractor agrees to a mutually agreed upon inspection of these facilities by GTC personnel. **You must submit a list of all licensed/certified elevator mechanics employed by your company who are located within a 30 mile radius of Greenville, SC.**
- c. Bidder must provide a list of all contracts with dates of service similar to services as described in this solicitation. Include contact name, telephone number, and position/title.
- d. A list of contracts terminated within the past five years with reasons for termination.

GTC reserves the right to request a copy of the current annual report or certified financial statement prepared by a certified Public Accountant, indicating financial capability to furnish the elevator maintenance specified. The information furnished shall remain confidential. If requested, this information must be provided within 48 hours.

NUMBER OF COPIES TO BE SUBMITTED

One (1) Original in hard copy marked "Original" and one (1) copy in hard copy marked "Copy" and one (1) redacted copy marked "Redacted". You may choose not to submit a redacted copy and if so, please check the appropriate box on the Cover Page.

Mark all items explicitly.

MINORITY PARTICIPATION (DEC 20015)

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://osmba.sc.gov/> [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 upon request. Unreasonable failure to supply requested information is grounds for rejection.
- (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- **Personnel directly furnishing elevator maintenance services must have five (5) years of experience in the trade or possess a Mechanics Card. Copies of elevator course or modules completed are required.**
- **Contractor must employ a minimum of two licensed/certified elevator mechanics within a 30 mile radius of Greenville, S.C. (Contractor must submit a list with response)**

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]
[05-5010-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006):

Award will be made to the lowest responsible and responsive bidder. [06-6023-1]

AWARD TO ONE OFFEROR (JAN 2006)

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

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]
Doubtful that this is needed.

UNIT PRICE GOVERNS (JAN 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

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 restricts 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 & ORDER OF PRECEDENCE (FEB 2015)

- (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
- (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
- (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1]

DISPUTES (JANUARY 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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
- (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

- (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- (B) (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 & INTEREST (FEB 2021)

(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 electronic funds transfer (EFT). See clause titled " EFT Information." (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. [07-7A055-4]

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 therefore. 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

CHANGES (JAN 2006)

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONFERENCE – PRE-PERFORMANCE (JAN 2006)

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

[07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

- (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- (b) Coverage shall be at least as broad as:
1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
 2. Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

The contractor shall provide and pay for all materials tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of charges and the meeting of all other requirements.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

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]

DEFAULT (JAN 2006):

- (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
 - (i.) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii.) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
 - (iii.) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV. 2008)

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

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, 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]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015):

- (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
- (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.
- (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or

expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

- (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006):

- (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim.
- (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability.
- (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.
- (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.
- (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

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]

LIMITATION OF LIABILITY – SINGLE AGENCY (JAN 2020)

- (1) Contractor's liability for damages to the Using Governmental Unit shall not exceed [a dollar amount].
- (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
- (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security–Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure–Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.
- (4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.
- (5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [a dollar amount]. Nothing

herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, materials and documentation prepared for the college pursuant to this contract shall belong exclusively to the State [07-7B125-1].

PRICE ADJUSTMENTS (JAN 2006)

- (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
 - (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,
 - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006):

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI "ALL ITEMS" (JAN 2006):

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

[07-7B170-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the

instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

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]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

- (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
- (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
- (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
- (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

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 (JAN 2006)

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle

the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
- (4) Compensation.
- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
- (i.) contract prices for supplies or services accepted under the contract;
 - (ii.) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
 - (iii.) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
 - (iv.) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

See section IV. INFORMATION FOR OFFERORS TO SUBMIT

Item	Unit of Measure	Quantity	Monthly Price	Extended (Annual) Price for Service
1	Month	12		
Description: Elevator Maintenance Service				

Provide price for one month and then provide total price for 12 months. Your pricing must reflect conducting monthly preventative maintenance and the service maintenance operations listed in Attachment B, Attachment D, Attachment E for each service location listed in Attachment F.

Initial here if you are claiming Resident Vendor Preference _____

IX. ATTACHMENTS TO SOLICITATION

- **IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
 - **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT FORM I-312 – INCOME TAX WITHHOLDING**
 - **SUPPLIER CLASSIFICATION FORM**
 - **OFFEROR'S CHECKLIST (JUN 2007)**
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ATTACHMENT A

SPARE PARTS LIST

The Contractor should maintain in his **stock (or have next-day access to), at all times for immediate delivery and installation a sufficient supply of emergency parts for repair of each elevator.** This inventory shall include as a minimum, the following for each size and type used. Materials or parts to be used are to be original manufacturer's replacement parts or equal.

Coils: minimum of one (1) for each type relay contact
Contacts: minimum of three (3) for each type used
Conductor: a supply for each type used
Motor bushes: minimum of one set for each type used
Supply of lubricants for each requirement
Supply of fuses
Interlock rollers and contacts: minimum of two (2) each
Car and hoist way door hanger rollers: minimum of two (2)
Car and hoist way door gibs: minimum of one (1) set each type
Car and hoist way door closer parts (springs, spirators, etc.)
Door operator belts, chains, and brushes: minimum of one (1) set each type
Door operator drive block, clutch rollers, fingers: minimum of one (1) set each type
Photo electric tube: minimum of one (1) each type
Saf-T-Edge pivot arm assembly and switch: minimum of one (1) each type.
Signal fixture lamps: minimum of five (5) each type.
Selector cams and contact assemblies: minimum of one (1) each type
Brake contact: minimum of one (1) each type
Normal renewal parts peculiar to equipment covered by this specification
PC boards
Supply of selector tapes to handle highest rise.
Roller guides and gibs for car and counterweight
Power supplies and pre-amplifier for electronic proximity device
Car and hoist way door shields
Complete car door safety edge (mechanical)
Transformers and rectifiers for all controller power supplies
Door operator motors for each type used
Door operator gear reduction units for each type used
Controller and selector coils for each type used
Component parts, including contacts, for each type switch used.
Car and hall buttons, including electronics, with contacts for each type used
Replacement relay for each type used
Selector drive motor
Geared machine brake shoe and lining assembly: minimum of one (1) set for each drive
Solid state timers and printed circuit regulator board; minimum of one (1) type
Within reasonable delivery 1 to 2 days - rotating elements, stators, worms and gears, drive sheaves, etc.

The elevator service Contractor shall likewise certify that it is not financially (or otherwise) encumbered with any vendor or supplier in any manner that would now or at any time during the term of this contract limit the elevator service Contractor's ability to obtain original equipment manufacturer's parts, and lubricants.

ATTACHMENT B

PREVENTIVE MAINTENANCE SPECIFICATIONS

A. Contractor shall perform the following Preventive Maintenance:

1. Regularly and systematically inspect, adjust, clean, lubricate, and when conditions warrant, repair or replace: machines, motors, generators, and controller parts including but not limited to worms, gears, thrust bearings, seats, commutators, rotating elements, coils, contacts, resistors, magnet frames. Contractor shall also inspect, adjust, clean lubricate and when necessary repair or replace interlocks, car and hatch door operators and hangers, door closer and signal systems. Leaks will be immediately repaired (i.e. overflow of liquids into drip pans or from reservoirs).
2. Keep the guide rails properly lubricated, secured, and aligned at all times except where roller guides are used and when necessary renew guide shoe gibs or roller guides in order to assure smooth and quiet operation.
3. Periodically examine all safety devices and governors and equalize the tension on all hoisting ropes/cables. All safety tests required by the ANSI-A17.1 shall be performed when due and in the presence of a State/Agency official or the GTC representative.
4. Renew all wire ropes as often as necessary to maintain an adequate safety factor and repair and/or replace conductor cables.
5. Use lubricants equal to or better than the quality specified by the manufacturer of the equipment.
6. Examine, lubricate, adjust, repair and replace the following:
 - Interlocks
 - Car and Hatch Door Operators
 - Car and Hatch Door Hangers
 - Door Closer
 - Signal Systems (these have been noted as a persistent problem and require prompt attention)
7. Replace fuses associated with elevator electrical service.

ATTACHMENT C

WORK EXCLUDED UNDER PREVENTIVE MAINTENANCE SPECIFICATIONS

B. Work Excluded Under Preventive Maintenance. The following items are not included under Preventive Maintenance and are not included in the cost for such service. Elevator equipment associated items on this list may be requested. If so, prevailing labor and material rates established in the Bid Schedule will be used as a basis for a total dollar amount to be paid by purchase order. Contractor shall be requested to furnish a written quotation prior to the commencement of work. This quote will separate materials and labor charges. GTC will not be obligated to issue other repair work to the contractor and may seek other quotations. GTC shall exercise care with regards to work performed by another contractor and that impact on warranties and guarantees (see paragraph 3 below)

1. Car enclosure including removable panels, door panels, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, and floor coverings.
2. Replace car guide rails.
3. Hoist way enclosure, hoist way gates, doors, frames and sills.
4. Repair hoist way structure, including landing sills.
5. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor or his representatives or employees or by reasons of any other cause beyond the control of the contractor except those made necessary by ordinary wear and tear.
6. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal or other authorities.
7. Main line power switches, breakers and feeders to the controller.
8. Underground and/or buried piping and jack casing.
9. Replace outer housing of hydraulic jack.
10. Extend electric power supply to equipment, from disconnect ahead of main switch which controls that equipment.
11. Smoke and fire sensors with related control equipment not specifically of the elevator controls.
12. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
13. Emergency power plant and associated contracts.

ATTACHMENT D

REQUIRED MAINTENANCE SERVICE AND SCHEDULE OF MAINTENANCE OPERATION

Required Maintenance Service:

a. Contractor under this contract will use trained mechanics directly employed and supervised by Contractor. These mechanics will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating conditions.

b. Contractor shall regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: Machines, Motors, Generators and controller Parts, including but not limited to worms, gears, thrusts Bearings, Bearings, Rotating Elements, Coils, Contacts, Resistors, Magnet Frames, Communicator, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. **Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to GTC as repairs are completed.**

c. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except when roller guides re used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.

d. Contractor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the ASME A17.1 shall be performed when due and in the presence of a State Official, or his designee.

e. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.

f. All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.

g. Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:

- Interlocks
- Car and hatch Door Operators
- Car and Hatch Door Hangers
- Door Closers
- Signal System

Schedule of Maintenance Operations:

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule includes the minimum operations to be furnished. The successful bidder should recognize that additional service(s) may be required in order to comply with performance evaluation requirements.

1. The following services are to be performed **AT LEAST ONCE PER MONTH** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following shall be required.

a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.

- b. Inspect and wipe clean all motors, machines, gearboxes and generators using an approved solvent.
- c. Inspect controllers, selectors, selector drives and governors.
- d. Clean direction and accelerating switches.
- e. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
- f. Lubricate selector drive screws and guides and clean contacts if necessary.
- g. check, repair and replace as necessary all floor enunciators and all other elevator signals (including bulbs) on the inside and outside of the elevator cars.
- h. Check car fan motors for proper operation.
- i. Inspect drive and secondary sheaves, clean if required.
- j. Check bearings for proper operation and wear.
- k. Check machine gear oil
- l. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.
- m. Thoroughly examine and clean starter and control panels.
- n. Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
- o. Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.
- p. Clean car top and pit.
- q. Firefighters' service operation, telephone communications and emergency car light and alarm bell shall be tested and documented monthly to be sure it is functioning properly as required by ASME A17.1 and the Southern Building Code.
- r. Replace burned out light bulbs in elevator pits and car tops.
- s. Test and maintain elevator cab phones. Replace phones beyond repair with one selected by MUSC Contract Administrator.
- t. Renew gibs or rollers when necessary. Lubricate sliding guide shoes

2. The following services are to be performed at least **ONCE PER QUARTER** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:

- a. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
- b. Clean hoist way pits and inspect equipment in them.
- c. Check, clean and adjust operation of slowdown and limit switches.
- d. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.

- e. Check retiring cam operations and make necessary adjustments or corrections.
- f. Examine traveling cables for wear and position.
- g. Seal any machine gear oil leaks, examine gear teeth for cutting or noise.
- h. While riding on top of cars, physically check condition and operation of door locking equipment.
- i. Examine door closer equipment
- j. Examine car and counterweight guide shoe and fastenings
- k. Clean and lubricate hatch door hanger tracks and door arms
- l. Inspect car station cover. Blow out, clean and replace switches and buttons when necessary.
- m. Inspect and maintain elevator pit sump pumps, if installed.
- n. All parts subject to rust will be painted as required to maintain a presentable appearance.

3. The following services are to be performed at least **ONCE PER YEAR** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:

- a. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean machine brake. Disassemble and replace worn components, re-assemble and readjust as necessary. Clean pulley, as necessary.
- b. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
- c. Refill machine gear oil with fresh oil as necessary.
- d. Clean rails, hatch walls, overhead sheaves and beams. Check bracket bolts for tightness.
- e. Fire alarm testing per NFPA.

4. The following services are to be performed at least **ONCE EVERY TWO MONTHS** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:

- a. Check brushes and brush holders
- b. Clean and lubricate automatic slow down and stopping switches on top of cars.
- c. Inspect, clean, lubricate car guides (unless roller guides are used).
- d. Examine all wire ropes and fastenings.

5. The following services are to be performed at least **TWICE A YEAR** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:

- a. Blow out, vacuum and wipe clean all motors, generators and exciter commutators. Check, adjust and clean brushes and brush holders. Renew or reset brushes as necessary.
- b. Check and adjust rope tension.

- c. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
- d. Clean door channels.

ATTACHMENT E **PERFORMANCE REQUIREMENTS**

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should GTC find through its own investigation or other means that those standards are not being maintained, the contractor will be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of Greenville Technical College and the State of South Carolina.

The following are performance levels which are a part of the original design and which shall be maintained at all times:

1. Current speed of all elevators, dumbwaiters and handicap lifts shall be maintained. Hydraulic elevators within 10% of contract speed, relay logic traction within 5% and microprocessor within 3%.
2. Leveling accuracy of all elevators shall be maintained at all times.
3. Opening and closing times of all hoist way and car doors shall be maintained within limits of ANSI A17.1 yet assuring minimum standing time at each floor.
4. Variable car and hall door open times shall be maintained or adjusted as may be requested by GTC.
5. Performance levels of elevator operations (i.e., cycle times, door opening speed, door closing speeds, etc.), as determined by Code (Rule 112.3 of the ASME A17.1 Elevator code) must be maintained:
 - a. Cycle Time is the elapsed time in seconds from car doors starting to close until the doors are fully open at the next floor in a one (1) floor run of approximately 12'0".
 - b. Door Open Time is the elapsed time in seconds from the time the car door starts to open after arriving at a landing until they are fully open.
 - c. Door Close Time is the elapsed time in seconds from the time the car doors start to close after a call is initiated until they are fully closed with the interlock engaged.

ATTACHMENT F

SERVICE LOCATIONS, MAKE, TYPE, NUMBER OF UNITS

A - 227 N. Pleasantburg Dr – Greenville, SC

B - 216 S. Pleasantburg Dr – Greenville, SC

C - 225 S. Pleasantburg Dr – Greenville, SC

D - 506 S. Pleasantburg Dr – Greenville, SC

E - 8109 White Horse Rd – Greenville, SC

F - 2527 Locust Hill Rd – Taylors, SC

G - 1830 West Georgia Rd – Simpsonville, SC

H- 575 Millennium Blvd-Greenville, SC

Location Address	LOCATION	MAKE	TYPE
A	McKinney Regional Automotive Technology Center Bldg 801	Dover	Hydraulic
B	Buck Mickel Center – Bldg 501	US Elevator	Hydraulic
C	University Center McAlister Square – Bldg 601	Dover	Hydraulic – 2 elevators
C	Bookstore – McAlister Sq - Bldg 603	Otis	Hydraulic
D	Allied Health – Bldg 120	Otis	Traction
D	University Transfer – Bldg 104	Otis	Traction
D	Student Center – Bldg 105	Thyssenkrupp	Hydraulic
D	Administration – Bldg 123	Dover	Hydraulic
D	STAT Center – Bldg 122	Westinghouse	Hydraulic
D	Engineering Technology – Bldg 103	Dover	Hydraulic – 2 elevators
D	Dental Building – Bldg 112	Otis	Hydraulic
D	Student Success Center – Bldg 102	Dover	Hydraulic
D	Nursing Science – Bldg 117	Dover	Hydraulic
D	Institutional Effectiveness & Logistics – Bldg 108	Schindler	Hydraulic
D	Student Success Center-Bldg 102	Savarig	Chair Lift – V-1504
E	Northwest Campus – Bldg 402	Dover	Hydraulic – 2 units
F	Benson G1- Bldg 301	Dover	Hydraulic
F	Benson G2 – Bldg 302	Dover	Hydraulic
G	Brashier B1 – Bldg 201	Schindler	Hydraulic
G	Brashier B2 – Bldg 202	Schindler	Hydraulic
G	Brashier Middle College	Dover	Hydraulic
H	Center for Manufacturing Innovation	ThyssenKrupp	Hydraulic

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
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: www.sctax.org

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: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04) 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
 Name: _____
 Address: _____
 Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____
 Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):

- The South Carolina Secretary of State
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8- 570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer
(Owner, Partner or Corporate Officer, when relevant) _____

Date _____ (Seal)

If corporate officer state title: _____

Name - Please Print _____

Mail to: (The company or individual you are contracting with)

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND PAGE 2. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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.



SUPPLIER CLASSIFICATION FORM

Company Name:		Phone: ()
Address:		
City:	State:	Zip Code:
Contact Person:	Title:	Phone: ()
Company Email Address:		
Principal Product/Service:		I am <input type="checkbox"/> am not <input type="checkbox"/> a current supplier.

Complete below to identify and certify your company qualifies as Large, Small, Women or Minority owned:
(Check only those that apply):

- Large Business Concern** – A Major Corporation with more than 500 employees.
- Small Business Concern** – A business concern, including its affiliates, independently owned and operated which is not dominant in the field of operation and which meets Small Business Administration standards as to the number of its employees and/or dollar volume of its business. (Generally under 500 employees)
- Minority Business Concern** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more minority individuals or other individuals found to be economically and social disadvantaged as established by the South Carolina’s Division of Small and Minority Business Contracting and Certification (SMBCC) and whose management and daily operation are controlled by such individuals. **Check all appropriate boxes below:**
 - African American
 - Hispanic American
 - Asian-Pacific American
 - Native American (American Indian, Eskimo, Aleut)
 - Female
 - Male
- Women Owned Business Concern** – A business that is at least 51% owned by a non-minority woman who controls the daily management.
- Veteran Owned** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more Veterans.

CERTIFICATION STATUS:

- My company is certified by an authorized agency (attach copy).

Signature of Preparer

Printed Name of Preparer

Date