

 TRIDENT TECHNICAL COLLEGE Invitation for Bid	Solicitation Number	121316-910-39905-04/03/17
	Date Printed	02/28/17
	Date Issued	02/28/17
	Procurement Officer	Robert E Tyner, C.P.M.
	Phone	(843) 574-6279
E-Mail Address	@tridenttech.edu	

DESCRIPTION: Janitorial Services for TTC Palmer Campus

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): **04/03/17 @ 2:00 PM EDT** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **03/13/17 @ 3:00 PM EDT** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: 1

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Trident Technical College
 Procurement Office
 PO Box 118067
 Charleston, SC 29423
Fax: 843 574-6395

PHYSICAL ADDRESS:

Trident Technical College
 Procurement Office
 Building 940, Suite G, Room 110
 2050 Mabeline Rd. N. Chas SC 29406
See "Submitting Your Offer" provision

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AT AROUND 8:00 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).

CONFERENCE TYPE: Pre-bid meeting / site visit DATE & TIME: Thursday, March 9, 2017 @ 10:00AM EST	LOCATION: TTC Palmer Campus 66 Columbus St.. Rm 125 Charleston, SC 29403
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 04/12/17 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.tridenttech.edu/about/departments/proc/ttc_solict.htm
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION
 (If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
 (See "Taxpayer Identification Number" provision)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <hr/> <p>Address</p> <hr/> <p>Area Code - Number - Extension Facsimile</p> <hr/> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p><input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p><input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
 Offerors 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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

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

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

Questions:

Deadline for receipt of questions regarding this Solicitation: **Monday, March 13, 2017 @ 3:00PM EDT**

To submit questions or request additional information, send your written question/request to be received in Trident Technical College's Procurement Office no later than the date and time shown above.

Send Questions to:

Mail: Trident Technical College
Procurement Department
PO Box 118067
Charleston, SC 29423
Attn: Bob Tyner

Email: procurement.questions@tridenttech.edu
Fax: 843 574-6395

Mark Envelopes, faxes or emails:

Questions: IFB# 121316-910-39805-04/03/17
Janitorial Services for TTC Palmer Campus

I. Scope of Solicitation

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): **07/07/2017 – 07/06/2022**

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.

Scope of Services

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

Trident Technical College is seeking a single qualified contractor to provide janitorial services at its Palmer Campus per the scope of work and specifications contained herein. The Campus is located in Charleston, SC and has (1) building with 93,664 total Ft² of which 91,780 Ft² is cleanable. The hours available for cleaning this campus are 4:00PM to 11:00PM Monday - Friday.

II. Instructions to Offerors –Part A - General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

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

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

BOARD means the South Carolina Budget & Control Board or its successor in interest.

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-2]

AMENDMENTS TO SOLICITATION (JAN 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.tridenttech.edu/procurement.htm> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015) All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015) Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2004) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation

PROCUREMENT AGENT (TTC) 2015

The Procurement Officer is an employee of the State acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s).

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

SUBMITTING A PAPER OFFER OR MODIFICATION (TTC Clause Mar 2015). For 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 unless authorized by the Solicitation. [02-2A130-2]

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): 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). (Applicable only to offers submitted on paper.)

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

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]

OFFEROR'S RESPONSIBILITY: Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract. (TTC 03/05)

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in your price that the State may be required to pay.

PROTESTS (June 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO" [§ 11-35-4210]

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]

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.

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]

REJECTION/CANCELLATION (JAN 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMISSION OF OFFER: TTC – By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

STATE OFFICE CLOSINGS (JAN 2004) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/myscgovweb/weather.html>

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015) (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the

subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

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.

Instructions to Offerors – Part B - Special Instructions

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006): Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

The site visit will start immediately after the pre-bid meeting.

Date & Start Time: Thursday, March 9, 2017 @ 10:00AM EST

Location: TTC Palmer Campus, 66 Columbus Street, Room 125, Charleston, SC 29403

TRIDENT TECHNICAL COLLEGE WILL NOT ACCEPT FAXED QUOTATIONS

CLARIFICATION (NOV 2007) Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

MAIL PICKUP TTC: Trident Technical College picks up all mail from The US Postal Service once daily around 8:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

PROTEST – CPO - MMO ADDRESS (June 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

PROTEST – TTC – Send a copy of any protest filed with the Chief Procurement Officer as instructed above to the Director of Procurement, Trident Technical College, PO Box 118067, Charleston, SC 29423 or fax to: 843 574-6395.

Bidding Instructions:

Bid as specified.

Do not add to, delete from, or otherwise modify the bidding schedule. Failure to comply may result in rejection of bid.

III. Scope of Work/Specifications

Trident Technical College (TTC) is a public, two-year, multi campus community college. TTC offers more than 150 programs of study in a variety of technical and career areas, as well as programs for those who plan to continue their education at a four-year college. Additionally, the Division of Continuing Education and Economic Development promotes economic development through customized programs and consulting services to improve the competitiveness and quality of area businesses. The college has an enrollment of approximately 12,000 students and 1200 faculty/staff at its six (6) locations, the major concentration of which is located on Main Campus. The Division of Continuing Education and Economic Development brings an additional 8,000 students to the TTC campuses annually. Day and evening classes are held on all campuses. Weekend classes may be held. TTC has no dormitories. TTC's Palmer Campus is located at 66 Columbus Street, Charleston, SC 29403. The Palmer Campus has an annual enrollment of 1,500 students.

Offeror must comply with the following and any attached specifications in providing the goods or services defined herein.

Contractor shall furnish all labor, supplies, materials equipment and supervision necessary to provide janitorial services to maintain institutional offices, classrooms, kitchens, lounges, conference rooms, restrooms, foyers, hallways, and related building space in accordance with terms, conditions and specifications included herein.

Maps of TTC campuses are available at the following link:

<http://www.tridenttech.edu/about/locations/index.htm>

Building layouts showing non-cleanable areas are attached. Non cleanable areas are either highlighted or X'd out in blue. See Attachment B - building floor plans. All dimensions are approximate. Offerors shall not rely on

these numbers and shall be responsible for taking field measurements. Not all storage areas are highlighted on floorplans.

Attachment C is a list of cleanable building square footage broken down to show hard surfaces and carpeted areas. All figures are approximate. Offerors shall not rely on these numbers and shall be responsible for taking field measurements.

General Service Requirements:

1. Special building notes: The amphitheater and dining room are open to the public.
2. Storage Closets: Space for storage of equipment and supplies is limited to these closets where available. The janitorial closets may be used to store janitorial supplies including but not limited to cleaning agents, brooms, mop & bucket and vacuums.
3. Alarm Systems: The building on the Palmer Campus has an alarm system.
4. All carpeting to be vacuumed with a vacuum cleaner with a beater bar.
5. Hard surface flooring may be vacuumed instead of swept with a dust mop or broom as long as all dust, dirt, and debris are removed.
6. All flooring is to be vacuumed, swept, mopped, scrubbed / auto scrubbed wall to wall and corner to corner.
7. Contractor shall respond to all calls for “emergency” services outside of contractual time periods and scope of work in a timely manner. For example, it would be expected that the Contractor service an area that needs to be cleaned over a weekend due to a plumbing problem. Calls for service and work schedules will be made by the Contract Coordinator or other authorized College personnel. All work schedules will be coordinated with the Contract Coordinator and during emergency activities, the Public Safety office (PH: 843-574-6052). The College shall determine the validity of the “emergency” status of the situation.
8. The Contractor is herewith restricted from the use of institutional facilities for any purpose other than to provide contracted services unless expressly approved in writing by the College.
9. Staffing Requirements:

Contractor shall maintain an adequate number of employees and on-site night time supervisors to ensure that all janitorial services are completed as specified.
10. On-Site Supervisor(s) shall meet the following minimum qualifications:
Supervisor shall:
 - a. Have adequate knowledge of proper methods, materials, and equipment to perform all tasks required in accordance with all specifications, terms and conditions included in this solicitation.
 - b. Have specialized knowledge of but not limited to:
 - Carpet maintenance
 - Resilient and hard surface floor maintenance
 - Proper use and handling of any and all chemicals, cleaning supplies and products used in custodial activities, including hazardous materials
 - Planning and scheduling custodial services.
 - Demonstrated supervisory experience and communications skills to assure businesslike performance of all contractor employees assigned to campus
 - Good customer service skills
 - Ability to speak and understand English
 - Experience and skills to deal with various levels of TTC faculty and staff personnel

11. Contractor's representative: The contractor shall have a representative available to meet with TTC personnel to discuss schedules, special events, quality meetings, et al during the College's normal operating hours of 8:00AM to 5:00PM Monday – Friday (excluding holidays and scheduled college closings) to include but not limited to the following:

- The Contractor's representative shall consult the TTC academic calendar each year and shall meet with College's contract representatives for the purpose of scheduling major annual and semi-annual services during the College's holiday periods, breaks, vacations. The College's calendar is available on TTC's web-site, www.tridenttech.edu. Contractor shall provide a written schedule of these services by building and room number to the Contract Coordinator and Procurement Office at least 8 weeks prior to the scheduled break periods. The College expects that the contractor will take full advantage of college breaks and holidays to schedule major annual, semi-annual, and quarterly cleaning as with no students and faculty, rooms and common areas are readily available. The College would not expect Contractor's staffing to be reduced during these breaks.
- Monthly Meetings: The College will hold monthly meetings and random inspections with the Contractor's representative and the appropriate College staff for the purpose of reviewing contractor performance in accordance with the specifications, terms and conditions of the contract to identify and correct any issues of noncompliance. The College reserves the right to require the attendance of contractor's off-site management at the monthly meeting.

12. Security requirements:

1. The Contractor shall provide a copy of current SLED report and a picture on each employee prior to that employee working on the College campus. The copies are to be submitted to the Office of Public Safety on the TTC Main Campus. Contractor shall provide emergency information on employees to the Public Safety Office on the first day of employment. Contractor shall notify Public Safety Office in writing of termination of any employee on the day of that employee's termination. Contractor shall purge documentation provided to Public Safety Office weekly and keep information on file in that office current. Contractor shall furnish to Public Safety Office and keep up to date the list of employees approved to receive keys.
2. The Contractor shall be responsible for the security of all keys provided for custodial access. In the event of loss or negligent exposure of keys to the risk of breaking security, the Contractor shall be responsible at the option of the College for remuneration to the College for the actual cost of necessary re-keying of affected areas. The College shall be the sole arbiter of the need to re-key in this instance. Contractor shall pay for key replacement in the event of excess breakage. Excess breakage is defined as more than 1 key / month.
3. The Contractor shall be responsible for controlling access to the buildings and areas unlocked by Contractor's employees for custodial service during evening and other times when the College is closed for normal business. If theft, vandalism, or other damage results from unauthorized access to building not properly secured after entry, the Contractor shall be held responsible for such theft and damage at the sole discretion of the College. The Contractor shall follow the key policy set forth by the College.
4. Contractor's employees shall not leave keys in doors or admit anyone who is not a designated employee of the contractor into any building or any office. Contractor shall not "blanket open" doors (open all doors at one time and leave open) in an area and leave the area unattended. Contractor shall unlock an area, clean the area, and secure the area once it has been cleaned.. The contractor shall not leave an unlocked area unattended. All doors which were locked upon entry will be immediately re-locked upon exiting.
5. Contractor's employees shall wear a distinctive uniform and picture identification badge provided by the Contractor while on the premises. Employees' uniform shall have company's

name and logo. Shorts are not acceptable. Any Contractor's employee not wearing uniform or ID badge will be asked to leave the campus until such time as the employee has corrected the deficiency.

6. Contractor's personnel may be required to sign information security documents, confidentiality documents, acceptable use policies, and access agreements. This does not construe any employment agreement between the contractor's personnel and TTC.
7. Contractor's employees shall turn off lights and lock all areas after cleaning. They shall Contact Public Safety when building cleaning has been completed so that Public Safety can set security alarm.

13. Training requirements:

1. The Contractor shall be responsible for all of the technical and safety training and evaluation of all employees to insure that approved safety practices, precautions, and safe work habits are fostered and maintained. Training shall include but not be limited to:
 - a. Proper maintenance and operation of any and all equipment used in providing the contracted services.
 - b. Proper use, handling, storage, and disposal of any and all cleaning materials and products used in providing the contracted services.
2. Contractor's employees shall receive the following additional training at contractors expense within (60) days of employment. Contractor shall provide evidence of completion to the College's contract coordinator and maintain on file for each employee:
 - Blood-borne pathogens
 - Asbestos awareness

14. Employee requirements

1. The Contractor agrees to employ and supervise all labor and management necessary for the efficient and effective operation of all janitorial service to the satisfaction of the College.
 - The College reserves the right to screen, and Contractor agrees to honor, the recommendations of the College with respect to the employment or retention of employees on the College's campuses and other facilities.
 - All employees of the Contractor shall comply with the rules and regulations with respect to personal hygiene and conditions of work as established and promulgated by the State Department of Health and other governmental agencies; shall maintain proper work conduct of their employees;
2. The Contactor shall pay employees working on College premises in compliance with the Fair Labor Standard Act as amended, and any other applicable statutes. Throughout the term of this contract, Contractor shall pay the employees working under this contract at least \$0.75 per hour above minimum wage. The College reserves the right upon request to audit Contractor's employee payment records for compliance.
3. Offensive Situations: The College is a high traffic co-ed student area. Contractor's employees shall not create interruptions, noise or offensive situations which may interfere with the learning process or could be construed as sexual harassment.
4. Employee Rules: Contractor shall ensure that all his employees abide by the following rules:
 - a. Employees shall keep janitor's closet floor and mop sinks clean and free of dirt and debris and shall keep closet neat, clean and organized.

- b. Employees shall not dispose of waste water into toilets, on the grounds or down storm drains. Waste water shall be emptied into mop sinks only.
- c. In offices and on service desks, employees shall not disturb any papers, boxes or other materials.
- d. Employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage, within 24 hours, to the college in writing specifying the location and extent of the damage.
- e. Employees shall not open drawers, file cabinets or use any telephone, computer or other electronic communication device in any offices, labs, classrooms, or common areas.
- f. Employees shall not remove any article or materials from the premises, regardless of its value or regardless of any College employee's permission. This is to include the contents of any item found in trash containers in or around the premises.
- g. Employees shall abide by all rules and regulations set forth by the State of South Carolina which affects the performance of the work. Employees shall comply with all security policies and procedures of the College.
- h. Upon written request of the College to the Contractor, any Contractor's employee who fails to abide by these or other rules established by the College will be terminated or replaced.
- i. Contractor shall not permit any alcoholic or intoxicating beverages, illegal drugs, guns, knives, or other dangerous weapons on college property at any time.
- j. Employees shall be free from all communicable diseases. All employees shall maintain good personal hygiene and professional appearance. Contractor shall offer its employees free vaccinations for Hepatitis C virus at time of hire and anytime during employment. Contractor shall ensure that its employees are able to perform tasks assigned in the performance of this contract.
- k. Employees shall be of good integrity and character.

Specific Service Requirements:

Palmer campus shall be cleaned each night Monday through Friday between the following hours.

4:00PM – 11:00PM

Saturday and Sunday are available for additional cleaning days upon advanced request but cannot substitute for weeknight cleaning except under special circumstances and only with prior approval from the Contract Coordinator.

Changes in required service periods shall be at the discretion of the College. Changes to service periods will be accomplished by amendments to the contract. The College will negotiate any price changes that result from a change in service.

Cleaning Frequencies for Palmer Campus unless otherwise specified.

Nightly:

- All restrooms, café's, dining rooms, food vending areas, all hallways and common areas, conference rooms, water fountains in all buildings.

Monday, Wednesday & Friday Nights:

- All classrooms, labs, kitchenettes, break rooms, lounges, elevators and stairwells.

Tuesday & Thursday Nights:

- All offices and office suites.

Nightly cleaning requirements:

1. Sweep and spot mop all hard surface floors including but not limited to tile, vinyl, VCT, and concrete floors. Remove items that have adhered to the floor surfaces like gum or tar. Remove scuff marks.

2. Vacuum all carpeted areas.
3. Vacuum / clean all interior and exterior entry/walk off rugs/ mats.
4. Cafeteria seating areas, vending areas and café's, and dining room. Clean and disinfect all tables, counters, sinks, exterior of paper towel, soap and hand sanitizer dispensers, interior and exterior of microwaves and exterior of vending machines.
5. Restrooms: Clean and disinfect all mirrors, sinks, faucets, counters, toilets, urinals, exposed plumbing, paper product dispensers, soap dispensers, partitions, doors and floors. Empty and clean sanitary napkin receptacles and replace liner, Remove any graffiti. Empty, clean, and disinfect sanitary napkin receptacles and replace liner, Remove any graffiti.
6. Clean and disinfect all water/drinking fountains.
7. Clean all interior and exterior entry door glass and its surrounding glass, all interior viewing glass / plexi-glass. Clean all interior and exterior door glass. Surrounding glass shall be free of hand prints, smudges, marks, smears dust and dirt.
8. Clean all white boards, marker boards with Expo marker board cleaner or other preapproved cleaner. Clean marker board trays.
9. Clean any tables and counters in common areas.
10. Clean conference room tables, counters, furnishings, sinks, vacuum or sweep and spot mop floors. Clean marker boards with Expo and clean marker board trays.

Twice per week cleaning of offices and office suites:

1. Vacuum all carpeted flooring. Sweep and spot mop all hard flooring surfaces.

Three times per week weekly cleaning in all classrooms, labs, kitchenettes, break rooms, lounges, elevators and stairwells:

1. Clean and disinfect all elevators including but not limited to doors, walls, floors, push button pads, trim, lights and keep door tracts clean and free of dirt and debris. Vacuum or sweep and mop elevator flooring depending of floor type.
2. Sweep and spot mop all hard surfaces including but not limited to tile, vinyl, VCT, and concrete floors. Remove items that have adhered to the floor surfaces like gum or tar. Remove scuff marks.
3. Vacuum all carpeted areas.
4. Clean all marker boards with Expo only or other TTC approved cleaner. Clean marker board trays.
5. Clean and disinfect student desks, tables, lab benches, counters and other classroom furnishing.
6. Straighten desks and furnishings in classrooms.
7. Empty shavings from pencil sharpeners.
8. Break rooms, kitchens and kitchenettes: Clean and disinfect all tables, counters, sinks, exterior of paper towel, soap and hand sanitizer dispensers, interior and exterior of microwaves, exterior of refrigerators and vending machines.
9. Clean and disinfect all sinks in labs and classrooms, clean the exterior of paper towel and soap dispensers. Clean the exterior of any refrigerators in classrooms and labs.

Weekly tasks in all areas:

1. Machine scrub and disinfect all restroom floors using a side by side with a bristle brush. Make sure all corners, under sinks, toilets, urinals and around partitions are hand scrubbed where the machine cannot reach.
2. Dust desks, cabinets, bookcases, tables, window sills, molding, pictures and frames, office and classroom furnishing and furniture, office machines, bulletin board and corresponding glass enclosures. If the area to be dusted has items on them such as personal items, or other breakable items, do not dust around or move those items.
3. Clean all fixtures and plumbing on all permanent eye-wash stations and safety showers.
4. Clean and disinfect all tables and counters and hard surfaced furnishings in all common areas.
5. Mop all non-carpeted floors.
6. Spot clean all carpeted areas.
7. Buff and polish all wax flooring in hallway and common areas with spray buff solution using a high speed buffer.

Monthly in all areas:

1. Dust window covering, shades, blinds and louvers.
2. Dust baseboards.
3. High dust all vertical and horizontal surfaces.
4. Dust and clean restroom exhaust fans and surrounding ceiling.
5. Machine scrub and recoat with a minimum of 2 coats of wax, all waxed flooring in common areas and hallways.

Quarterly in all areas:

1. Dust ceilings and remove cob webs.
2. Clean walls of hand and finger prints, smudges, markings or other visible soil.
3. Sweep and mop all mechanical, electrical, and data closets, and all elevator mechanical rooms.
4. Dust and clean HVAC vents and returns and the surrounding ceiling

Semi-Annually in all areas:

1. Clean all light fixtures along with lenses, globe, reflectors and shades.
2. Machine scrub all no-wax flooring surfaces in classrooms and labs.
3. Machine scrub all loading docks, janitors' closets, mechanical rooms, electrical closets, and elevator mechanical rooms and data closets.
4. Machine scrub all concrete flooring surfaces in classrooms, labs and shops.

5. Machine scrub and recoat with a minimum of 2 coats of wax all waxed flooring in all classrooms and labs.
6. Empty out and clean all janitors closets during may and December breaks.

Additional specifications:

1. All cleaning solutions must be certified “Green” by an accepted authority, such as “Green Seal ©” unless otherwise indicated. TTC reserves the right to determine if a “Green” certification is valid.
2. Contractor shall not use electrical closets, elevator mechanical rooms, mechanical rooms, and data closets for storage of janitorial supplies and equipment.
3. The College may elect to utilize a computerized maintenance management system to track contractor’s performances. In such cases, the College will generate work orders and provide to Contractor for execution. Contractor will then submit completed work orders to Contract Coordinator detailing action taken and completion date.
4. Contractor shall not have supplies, materials, and equipment drop shipped or delivered to the College’s receiving department. These items must be delivered to contractor’s local location and transported by contractor to the College’s locations on an as-needed basis, or, contractor can provide a conex box to be placed at a College designated location for storage of cleaning supplies.
5. Wet floor signs must be kept in the janitor’s closet when not in use.
6. Contractor shall provide Contract Coordinator with a written schedule of when all weekly, monthly, quarterly, semiannual, and annual work is to be completed. Contractor shall notify the Contract Coordinator of any changes in the schedule.
7. Propane powered machines may not be used without prior written permission from the College. At a minimum, propane powered machines shall meet the following requirements:
 1. All propane powered machines shall have an emission control sensor that shuts the device down if emissions levels exceed a safe level for interior use.
 2. All propane powered machines shall be routinely maintained to manufacturer’s specifications and recommendations. Contractor shall keep all preventative maintenance, maintenance, and repair records on file for propane powered machines used at TTC throughout the term of the contract.
 3. Propane tanks shall be stored outside in a secure NFPA and/or OSHA approved storage containment.

Note: TTC reserves the right to determine if the propane powered machines used by the contractor will be allowed at TTC.

Contractor Performance:

1. Contractor shall investigate all reported non-compliance and remedy by the following shift (unless a longer remedy period is agreed to by the contract coordinator) after receiving notification, and provide a report on action taken to Contract Coordinator.
2. The Contractor shall implement a weekly inspection program mutually agreeable to both parties to insure contract compliance and satisfactory service. All such inspections will be documented with copies forwarded to the Contract Coordinator not later than (5) business days after the date of the inspection. The College may use a computerized maintenance management system to monitor and document contract compliance.
3. Non-performance: The College will track performance of this contract and will not pay for non-performance.

General Terms and Conditions:

1. **Contract Coordinator:** The College's Building Grounds Manager, or another designee of the Facilities Management Director, will serve as the College's Contract Coordinator.
2. **Contract Administrator:** The College's Director of Procurement and Risk Management, or designee, will serve as the College's Contract Administrator.
3. Contractor shall be responsible for the good and proper maintenance of all equipment used by the contractor and at its own cost and expense will make any needed repairs thereto.
4. Contractor shall reimburse the College for the amount of any damage to institutional equipment, buildings, or premises caused by the Contractor, its employees, agents, or equipment.
5. Contractor will provide Safety Data Sheets (SDS) to the offices of Facilities Management and the Environmental Health and Safety Manager (Public Safety Office) on the Main Campus for all products and cleaning agents used in providing the contracted services. Additionally, the Contractor shall maintain copies of SDS's in all areas where cleaning materials and products are stored on campus.
6. Contractor shall comply with all applicable provisions of federal, state, and local laws, ordinances, and regulations and shall procure all licenses or permits and pay required fees and taxes necessary to lawfully operate such services upon College premises.
7. Contractor agrees upon termination or expiration of this contract to:
 - Vacate the premises and surrender to the College all institutional equipment, appliances, and furnishings previously received by it, in good order and condition, reasonable wear and tear expected.
 - Promptly remove, at its own expense and without damage to the buildings and property, all equipment and supplies, stored to fulfill terms of this agreement, and shall further restore in good order and condition those areas utilized for these operations.
8. Contractor agrees not to use the name of the College in making contracts with suppliers, or in any other manner. The Contractor shall make all contracts in its own name, and the Contractor shall be responsible for purchases and contracts made by it. The College will not be responsible for purchases or contracts made by the Contractor nor will the College be responsible for any goods, services, or equipment purchased by the Contractor, or for any other obligations or liabilities assumed or created by the Contractor. The Contractor shall not set or hold itself out to be an agent for the College and nothing herein shall be construed as creating the relationship of partners, joint ventures, or agency.
9. The Contractor shall be liable for payment of all monies becoming due owing either to the College or persons performing the labor or furnishing materials in connection with the contract in the event that any actions by Contractor incur costs to the College. The Contractor agrees not to do or permit anything to be done on the premises, or bring or keep anything therein which will, in any way, increase the rate of fire insurance, or conflict with any laws, ordinances, regulations of federal, state, or local authorities.
10. The Contractor agrees to provide first aid service for its employees located on the College facilities.
11. Contractor warrants to the College that all work performed will be performed professionally and consistent with industry practices and standards and in accordance with contract specifications.
12. The Contractor will observe all rules and regulations regarding energy conservation as promulgated by the College

13. In the event the Contractor has any complaint, such complaint shall be referred to the Contract Coordinator 843 574-6349. In the event that law enforcement is required, the Contract shall call the Public Safety Department 843 574-6053
14. The Contractor will invoice the College monthly for services rendered. The invoice shall include the service period covered by the charges. The College shall pay properly submitted invoices within thirty (30) days of date of submission. Invoices must cite the appropriate purchase order number.
15. The College shall provide, without cost to the Contractor, light, heat, and hot and cold water to the extent reasonably required to permit the Contractor to efficiently provide contracted services. The College shall provide reasonable access to institutional facilities to permit janitorial services to be implemented and accomplished.
16. The College may provide a designated parking area on each campus for Contractor's personnel to park. Private vehicles shall not be used to transport materials and supplies on the campus.
17. The Contractor shall not conduct personnel interviews on College Campuses.
18. The College shall provide adequate space to allow the Contractor an area in which to store basic equipment a maximum of one (1) month of supplies, and other small items necessary for support of the work force.
19. The College's telephones are off-limits to the Contractor's personnel other than any area that might be set aside for Contractor's use.
20. The College shall not be liable for any damage to any property in said premises or any part of the building to which areas utilized by the Contractor are a part; nor shall the College be liable to anyone for any loss of property from or on said premises, however occurring, or for any damage done to contractor furnished equipment or supplies. The College shall be held harmless for any damage or injuries suffered by any employee or agent of the Contractor associated with the performances of the contract.
21. Authorized College officials shall have the right at all times to enter any part of the premises designated for use by Contractor.
22. Should the premises herein described either wholly or in part, or injured by fire or the elements, mob or riot, or should the use of any part of the premises, or performance of any part of this agreement be prevented or interfered with by strikes or any other cause prior to or during the term of this contract, the College may, at its discretion, terminate the contract and the Contractor hereby expressly waives any claims for the damages or compensation should the contract be so terminated. The College shall in no way be liable for any loss or damage to property of Contractor or its employees or other damage, delay, inconvenience, or annoyance to the Contractor arising from or because of strikes, lock-outs, or other labor difficulties, mob or riot, or for any reason whatever.

DELIVERY / PERFORMANCE LOCATION – SPECIFIED JAN 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Trident Technical College
Palmer Campus
66 Columbus Street.
Charleston, SC 29403

IV: Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015): You shall submit a signed Cover Page and Page Two. **If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two.** Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and

coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2].

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. Qualifications

QUALIFICATION 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 – REQUIRED INFORMATION (TTC2016): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification with bid or within two (2) days of request. Err on the side of inclusion. You represent that the information provided is complete.

- a) Offeror shall provide a general history and experience of the business in providing janitorial services.
- b) Offeror shall provide List of failed projects, suspensions, debarments, and significant litigation.
- c) Offeror shall complete attachment A – Vendor questionnaire.
- d) Offeror shall provide a minimum of five (5) references where similar services were provided during the past one (1) year.

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2].

VI. Award Criteria

AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

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 nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

VII – A Terms and Conditions – General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) (A) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made.

(b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015) (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United 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.

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.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 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.

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.

NO INDEMNITY OR DEFENSE (FEB 2015) Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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 2015) (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein,

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

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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.

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.

VII – B Terms and Conditions – 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.

ADDITIONS/DELETIONS: The College shall have the right to make additions to and /or deletions from the contract as necessary. Any change orders to the contract must be communicated in writing between the contractor and the College Purchasing office as a contract amendment.

CHEMICALS AND OTHER HAZARDOUS MATERIALS: Chemicals and other hazardous materials will be properly labeled and Safety Data Sheets (SDS) will be provided when bringing such materials to the College. Vendors are required to send updated SDS sheets when properties of materials are changed and/or physical and health instructions become different.

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.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a preperformance 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.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to Trident Technical College, Director of Procurement, PO box 118067, Charleston, SC 29423

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the buyer responsible for this solicitation, at the phone number and address shown on the cover page

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

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.

DELIVERIES SHALL BE FOB DESTINATION, FREIGHT PREPAID. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the College. Any claim for

loss or damage shall be between the contractor and the carrier.

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

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

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 “Other Goods & Services” (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), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov .

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the state will be required to document

compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASES FROM OTHER SOURCES: The college's procurement department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract (the above does not apply to solicitations for service requirements).

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.

RESTRICTIONS/LIMITATIONS: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

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 one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of (1) year, 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2].

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (TTC 2016): 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 (180) days prior to the expiration of the then current term.

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.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

IFB #: 121316-910-39905-04/03/17

Quotation Schedule

Unit price shall be shown.

Part A

		Lot 1			
Item #	Qty	UOM	Description	Monthly rate	Annual rate
1	12	Mo.	Janitorial Services as specified. Resident Contractor Pref: _____ Resident Sub-Contractor Pref (2%): _____ Number of subcontractors claimed: _____ Resident Sub-Contractor Pref (4%): _____ Number of subcontractors claimed: _____	\$ _____	\$ _____
				Part A Total	\$ _____

Continued on next page

Part B: Complete the following schedule.

For agency information – not used in evaluation:

Bidder to provide pricing to add or delete square footage to on the yearly maintenance contract (as requested): The addition / deletion shall be calculated by TTC using the cost provided below. (I.E., 7000 ft² carpet x rate = cost to add or amount to reduce the monthly rate).

Service Area	Monthly unit price / Ft ² With carpet	Monthly Unit price / Ft ² with tile (no wax)	Monthly Unit price / Ft ² with VCT (wax)	Monthly Unit price / Ft ² with concrete
Classroom	\$ _____	\$ _____	\$ _____	\$ _____
Lab	\$ _____	\$ _____	\$ _____	\$ _____
Office	\$ _____	\$ _____	\$ _____	\$ _____
Restroom	N/A	\$ _____	N/A	\$ _____

Bidder to provide pricing for one-time cleaning service (as requested). The one time cleaning shall be calculated by TTC using the cost provided below. (I.E., 7000 ft² carpet x rate = cost to add or amount to reduce the monthly rate).

Service Area	Unit price / Ft ² With carpet	Unit price / Ft ² with tile (no wax)	Unit price / Ft ² with VCT (wax)	Unit price / Ft ² with concrete
Classroom	\$ _____	\$ _____	\$ _____	\$ _____
Lab	\$ _____	\$ _____	\$ _____	\$ _____
Office	\$ _____	\$ _____	\$ _____	\$ _____
Restroom	N/A	\$ _____	N/A	\$ _____

Continued on next page

Please Check appropriate line:

I certify that I: _____ **AM currently in the commercial janitorial services business.**

_____ **AM NOT currently in the commercial janitorial services business.**

Signature

Printed Name

SC Certified Minority Vendor: Y N S.C. Cert. #. _____

IX. Attachments to Solicitation

- 1. I-312 – Non Resident Taxpayer Registration Affidavit**
- 2. Bidder's checklist**
- 3. Attachment A – Vendor questionnaire (see separate document)**
- 4. Attachment B – Building floor plans (see separate document)**
- 5. Attachment C – Building specific information (See separate document)**

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

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

1. Owner, Partner (s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____
Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered (check the appropriate box):
___ The South Carolina Secretary of State or
___ 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 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 Section 12-9-310 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 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____ (Seal)
(Signature of Owner, Partner or Corporate Officer) Date: _____

If Corporate officer state title: _____

(Name-Please Print)

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>

BIDDER'S CHECKLIST
AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid 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 HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID 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. 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!

CHECK *AGAIN* 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 CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help bidders 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.

Rev: 10/10/06
Rev: 09/15/09
Rev: 10/26/09
Rev: 05/10/10
Rev: 04/17/14
Rev: 09/15/15
Rev: 10/27/16

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>[Not used]</i>

IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL:

<http://procurement.sc.gov/PSIPS-irandivestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing	Date Executed

Attachment A

Offeror shall provide answers to the following questions:

Offeror shall indicate which lot the answers are for: Lot _____

1. What is your staffing plan for the lot you are submitting an offer for?
 - 1.1. The number of employees that will service the lot? _____
 - 1.2. Of the number above, how many are general cleaners? _____
 - 1.3. Of the number above, how many are floor technicians? _____
 - 1.4. Of the number above, how many are supervisors? _____
2. How many hours per week will each of the positions referenced in item 1 above work?
 - 2.1. General cleaners _____ Hrs. / night / week.
 - 2.2. Floor technicians ... _____ Hrs. / night / week.
 - 2.3. Supervisors _____ Hrs. / night / week.
3. How will you handle staff call-outs?

4. What employee benefits are offered?
 - 4.1. Annual leave ____ Yes, ____ No. (Please check one)
 - 4.2. Sick leave ____ Yes, ____ No. (Please check one)
 - 4.3. Paid holidays ____ Yes, ____ No. (Please check one)
 - 4.4. Health Insurance ____ Yes, ____ No. (Please check one)
5. What employee incentives do you offer?

6. What types of equipment do you have to service the lot?

6.1. Auto Scrubbers Yes, No. If yes how many: _____

6.2. Side by Side cleaners Yes, No. If yes how many: _____

6.3. Wet/dry vacuums Yes, No. If yes how many: _____

6.4. Carpet cleaners (for spot and stain cleaning) Yes, No.

If yes how many: _____

6.5. Vacuum cleaners Yes, No.

If yes how many What types:

Are any vacuums large area vacuums? Yes, No.

If yes how many What types?

7. What training do you provide your employees?

Attachment C

Building Space and Floor Type Square Footage Breakdown

Palmer Campus - Total Cleanable Square Footage – 91,780

Common Area:

- Carpet – 5,082 Sq. Ft
- Vinyl Composition Tile – 5,281 Sq. Ft
- Terrazzo – 13,384 Sq. Ft
- Tile (no wax) – 121 Sq. Ft
- Tile – 1,995

Offices:

- Carpet – 6,554 Sq. Ft
- Vinyl Composition Tile – 663 Sq. Ft
- Tile (no wax) – 168 Sq. Ft
- Vinyl (no wax) – 278 Sq. Ft

Restrooms:

- Tile – 3,106 Sq. Ft
- Vinyl Composition Tile – 1,157 Sq. Ft
- Tile (no wax) – 65 Sq. Ft

Mechanical / Electrical / Data Closets:

- Concrete – 2,354 Sq. Ft
- Vinyl Composition Tile – 1,163 Sq. Ft
- Terrazzo – 94 Sq. Ft

Elevator:

- Carpet – 48 Sq. Ft
- Vinyl Composition Tile

Stairwell:

- Terrazzo – 3,349 Sq. Ft

Teaching Kitchens:

- Epoxy – 5,151 Sq. Ft

Amphitheater, Kitchen, And Prep Area:

- Carpet - 2,340 Sq. Ft
- Tile – 567 Sq. Ft

Library & Study Rooms:

- Carpet – 6,243 Sq. Ft

Mail Room :

- Vinyl Composition Tile – 69 Sq. Ft

Conference Room:

- Carpet – 1,029 Sq. Ft

Kitchenettes/Breakrooms:

- Vinyl Composition Tile – 139 Sq. Ft

- Tile – 64 Sq. Ft

Vending/Café/Dining Rooms:

- Vinyl Composition Tile – 1,207 Sq. Ft
- Carpet – 1,338 Sq. Ft
- Rubber – 350 Sq. Ft

Janitors Closet:

- Vinyl Composition Tile – 219 Sq. Ft
- Terrazzo – 5 Sq. Ft
- Concrete – 188 Sq. Ft

Loading Dock:

- Concrete – 759 Sq. Ft

Classrooms:

- Vinyl Composition Tile – 19,325 Sq. Ft
- Carpet – 7,073 Sq. Ft
- Rubber - 636 Sq. Ft
- Laminate – 144 Sq. Ft

No Clean Area:

- 7,844 Sq. Ft including storage and bookstore