

 TRIDENT TECHNICAL COLLEGE Invitation for Bid	Solicitation Number 040819-910-46205-06/19/19 Date Printed 06/11/19 Date Issued 06/11/19 Procurement Officer Robert E Tyner, C.P.M. Phone (843) 574-6279 E-mail Address Robert.tyner@tridenttech.edu
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DESCRIPTION: Elevator Services for TTC - 2019

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

SUBMIT OFFER BY (Opening Date/Time): **06/27/19 @ 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **06/19/19 @ 3:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **1**

SUBMIT YOUR SEALED 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: See page 14 for details	LOCATION: See page 14 for details
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 07/03/19 . The award, this solicitation, and any amendments will be posted at the following web address: https://www.tridenttech.edu/about/departments/proc/ttc_solic.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 (30) 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)
TITLE (Business title of person signing above)	<input type="checkbox"/> Other (See "Signing Your Offer" provision.)
PRINTED NAME (Printed name of person signing above)	DATE SIGNED

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> <p>_____</p> <p>Address</p> <p>_____</p> <p>Area Code – Number – Extension Facsimile</p> <p>_____</p> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>_____ Payment Address same as Notice Address (check only one)</p> <p>_____ Payment Address same as Home Office Address</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
 Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

<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

1. Scope of Solicitation
2. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
3. Scope of Work / Specifications
4. Information for Offerors to Submit
5. Qualifications
6. Award Criteria
7. Terms and Conditions
 - A. General
 - B. Special
8. Bidding Schedule / Cost Proposal
9. Attachments to Solicitation

I. Scope of Solicitation

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): **07/28/2019 – 07/27/2024**

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.

With this solicitation Trident Technical College (TTC) seeks a single qualified contractor to provide comprehensive elevator services including but not limited to preventative maintenance (PM) inspections and repairs as needed. TTC is a two year technical college located in coastal South Carolina.

II-A Instructions to Offerors - General Instructions

Definitions (May 2019) Section 11-35-310. Unless the context clearly indicates otherwise:

(1) 'Information Technology (IT)' means information resources, telecommunications, and information services:

(a) 'Information resources' means any equipment including interconnected systems or subsystems of equipment that is used in the automatic acquisition, creation, conversion, duplication, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the using agency.

(i) 'Information resources' includes, but is not limited to, computers, ancillary equipment, including imaging peripherals, input, output, and storage devices and devices necessary for security and surveillance, peripheral equipment designed to be controlled by the central processing unit of a computer, databases, software, firmware, middleware, and application and application development software; whether owned, leased, licensed, or accessed as a service; and routine maintenance and support.

(ii) 'Database' means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer.

(iii) 'Software' means computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations.

(iv) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires its use.

(b) 'Telecommunications' means voice, data, message, and video transmissions, and includes the transmission and switching facilities of public telecommunications systems, as well as operating and network software.

(c) 'Information Services' means services provided by a contractor associated with any aspect of information resources or telecommunications, except that information services does not include information resources or telecommunications.

(2) 'Board' means governing body of the State Fiscal Accountability Authority.

(3) 'Business' means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

(4) 'Business day' means a day that is neither a Saturday, Sunday, nor a state or federal holiday.

(5) '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.

(6) 'Chief procurement officer' means (a) the management officer for information technology, (b) the state engineer for areas of construction, architectural and engineering, construction management, and land surveying services, and (c) the materials management officer for all other procurements.

(7) 'Construction' means the process of building, altering, repairing, remodeling, improving, or demolishing a public infrastructure facility, including any public structure, public building, or other public improvements of any

kind to real property. It does not include the routine operation, routine repair, or routine maintenance of an existing public infrastructure facility, including structures, buildings, or real property.

(8) 'Contract' means all types of state agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, information technology, or construction.

(9) 'Contract modification' means a written order signed by the procurement officer, directing the contractor to make changes which the changes clause of the contract authorizes the procurement officer to order without the consent of the contractor.

(10) 'Contractor' means any person having a contract with a governmental body.

(11) 'Cost effectiveness' means the ability of a particular product or service to efficiently provide goods or services to the State. In determining the cost effectiveness of a particular product or service, procurement officer shall list the relevant factors in the bid notice or solicitation and use only those listed relevant factors in determining the award.

(12) 'Data' means recorded information, regardless of form or characteristics.

(13) 'Days' means calendar days. In computing any period of time prescribed or allowed by this code or the ensuing regulations, or by any order of the Procurement Review Panel, the day of the act, event, or default from which the designated period of time begins to run is not to be included. The last day of the period computed is to be included, unless it is a Saturday, Sunday, or a state or federal holiday, in which event the period runs to the end of the next day which is neither a Saturday, Sunday, nor such holiday.

(14) 'Debarment' means the disqualification of a person to receive invitations for bids, or requests for proposals, or the award of a contract by the State, for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

(15) 'Designee' means a duly authorized representative of a person with formal responsibilities under the code.

(16) 'Employee' means an individual drawing a salary from a governmental body, whether elected or not, and any non-salaried individual performing personal services for any governmental body.

(17) (Reserved)

(18) 'Governmental body' means a state government department, commission, council, board, bureau, committee, institution, college, university, technical school, agency, government corporation, or other establishment or official of the executive or judicial branch. Governmental body excludes the General Assembly or its respective branches or its committees, Legislative Council, the Legislative Services Agency, and all local political subdivisions such as counties, municipalities, school districts, or public service or special purpose districts or any entity created by act of the General Assembly for the purpose of erecting monuments or memorials or commissioning art that is being procured exclusively by private funds.

(19) 'Grant' means the furnishing by the State or the United States government of assistance, whether financial or otherwise, to a person to support a program authorized by law. It does not include an award, the primary purpose of which is to procure specified end products, whether in the form of supplies, services, information technology, or construction. A contract resulting from such an award must not be considered a grant but a procurement contract.

(20) 'Information Technology Management Officer' means the person holding the position as the head of the State Information Technology Office.

(21) 'Invitation for bids' means a written or published solicitation issued by an authorized procurement officer for bids to contract for the procurement or disposal of stated supplies, services, information technology, or construction, which will ordinarily result in the award of the contract to the responsible bidder making the lowest responsive bid.

(22) 'Materials Management Officer' means the person holding the position as the head of the materials management office of the State.

(23) 'Person' means any business, individual, union, committee, club, other organization, or group of individuals.

(24) 'Political subdivision' means all counties, municipalities, school districts, public service or special purpose districts.

(25) 'Procurement' means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, information technology, or construction. It also includes all functions that pertain to the obtaining of any supply, service, information technology, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

(26) 'Procurement officer' means any person duly authorized by the appropriate chief procurement officer or the head of the purchasing agency to enter into and administer contracts and make written determinations and findings with respect thereto. The term also includes an authorized representative of the governmental body within the scope of his authority.

(27) 'Public funds' means any money or property owned by the State or a political subdivision thereof, regardless of form and whether in specie or otherwise.

(28) 'Purchasing agency' means any governmental body other than the chief procurement officers authorized by this code or by way of delegation from the chief procurement officers to enter into contracts.

(29) 'Real property' means any land, all things growing on or attached thereto, and all improvements made thereto including buildings and structures located thereon.

(30) 'Request for proposals' (RFP) means a written or published solicitation issued by an authorized procurement officer for proposals to provide supplies, services, information technology, or construction which ordinarily result in the award of the contract to the responsible offeror making the proposal determined to be most advantageous to the State.

(31) 'Services' means the furnishing of labor, time, or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. This term includes consultant services other than architectural, engineering, land surveying, construction management, and related services. This term does not include employment agreements or information services as defined in Section 11-35-310(1)(c).

(32) 'Subcontractor' means any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with a governmental body.

(33) 'Supplies' means all personal property including, but not limited to, equipment, materials, printing, and insurance.

(34) 'State' means state government.

(35) 'State Engineer' means the person holding the position as head of the state engineer's office.

(36) 'Suspension' means the disqualification of a person to receive invitations for bids, requests for proposals, or the award of a contract by the State, for a temporary period pending the completion of an investigation and any legal proceedings that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent, or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.

(37) 'Term contract' means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a governmental body is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multiterm contract as provided in Section 11-35-2030.

(38) 'Using agency' means any governmental body of the State which utilizes any supplies, services, information technology, or construction purchased under this code."

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: https://www.tridenttech.edu/about/departments/proc/ttc_solic.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.

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 eighth day after such notice is given.

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.

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.

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.

SUBMISSION OF OFFER (TTC MAR 2005): Offers must be received in the Procurement office by date and time stated on cover page.

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

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

DUTY TO INQUIRE (FEB 2015): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

OFFEROR'S RESPONSIBILITY (TTC MAR 2005): 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.

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.

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 (MAY 2019) IF YOU ARE AGGRIEVED IN CONNECTION WITH THE SOLICITATION OR AWARD OF THE CONTRACT, YOU MAY BE ENTITLED TO PROTEST, BUT ONLY AS PROVIDED IN SECTION 11-35-4210. TO PROTEST A SOLICITATION, YOU MUST SUBMIT A PROTEST WITHIN FIFTEEN DAYS OF THE DATE THE APPLICABLE SOLICITATION DOCUMENT IS ISSUED. TO PROTEST AN AWARD, YOU MUST (I) SUBMIT NOTICE OF YOUR INTENT TO PROTEST WITHIN SEVEN BUSINESS DAYS OF THE DATE THE AWARD NOTICE IS POSTED, AND (II) SUBMIT YOUR ACTUAL PROTEST WITHIN FIFTEEN DAYS OF THE DATE THE AWARD NOTICE IS POSTED. DAYS ARE CALCULATED AS PROVIDED IN SECTION 11-35-310(13). BOTH PROTESTS AND NOTICES OF INTENT TO PROTEST MUST BE IN WRITING AND MUST BE RECEIVED BY THE APPROPRIATE CHIEF PROCUREMENT OFFICER WITHIN THE TIME PROVIDED. SEE CLAUSE ENTITLED "PROTEST-CPO". THE GROUNDS OF THE PROTEST AND THE RELIEF REQUESTED MUST BE SET FORTH WITH ENOUGH PARTICULARITY TO GIVE NOTICE OF THE ISSUES TO BE DECIDED. [02-2A085-2]

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.

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]

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]

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.]

REJECTION – TIME – TTC: The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

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.scmd.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.)

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.

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.

II-B Instructions to Offerors - 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.

A Pre-bid conference will be held: Tuesday, June 18, 2019 @ 2:00PM EDT

TTC Main Campus, Building 940-G, Room 112, 2050 Mabeline Rd, N. Charleston, SC.

All offerors are strongly encouraged to attend this meeting as Trident Technical College staff will be available to discuss the project, answer any questions. A site visit will be conducted immediately following the pre-bid meeting.

SITE VISIT: A site visit is optional, but it is the responsibility of each offeror to be fully acquainted with conditions relating to the scope and restrictions attending execution of the work under conditions of this solicitation. If a site visit is desired, contact Bob Tyner @ 574-6279. Failure to visit the site shall not relieve the offeror of the responsibility to verify existing conditions prior to submitting a bid.

Palmer Campus site visit: Please contact Bob Tyner @ 843-574-6279 or Robert.tyner@tridenttech.edu to schedule a site visit on the Palmer Campus.

TRIDENT TECHNICAL COLLEGE WILL NOT ACCEPT FAXED OR E-MAIL QUOTATIONS

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.

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.

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. **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 - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent or forty percent of bidder's total bid price. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed

in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

Bidding Instructions:

Bid as specified.

Provide cost for safety inspections for B1000 in the space provided on the bidding schedule.

Provide cost for emergency calls for service in the space provided on the bidding schedule.

Do not add to or otherwise modify the bidding schedule.

III. Scope of Work/Specifications

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

The purpose of this solicitation is to acquire services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment special equipment and lubricants necessary to provide full preventive maintenance, special and routine adjustments and repairs, and special and routine replacements for the complete vertical transportation systems described herein.

Definitions:

- Contract Coordinator: The person at TTC who will handle the day to day functions of the contract and communicate calls for service to the contractor. That person will be identified at the contract start-up meeting.
- Contract Administrator: The person at TTC who will handle contractual matters and make changes and/or amendments to the contract. That person will be identified at the contract start-up meeting.
- Vertical Transportation Systems covered by this specification are classified as Passenger Elevators and Freight Elevators.
- The College: Trident Technical College (TTC)

Applicable Standards:

The following documents of issue in effect on the date of the solicitation publish date shall form a part of this specification:

- a. The American Society of Mechanical Engineer
United Engineering Center
345 47th Street

New York, NY 10017
ANSI A17.1 2000 - Safety Code for Elevators and Escalators
ANSI A 17.2.2 1999 - Checklist for Inspection of Hydraulic Elevators
ANSI A17.3 2002 - Safety Code for Existing Elevators and Escalators

- b. South Carolina Department of Labor
 P.O. Box 11329
 Columbia, SC 29211-1329:
South Carolina Code of Laws, 1976..Title 41, Section 16 - South Carolina Elevator Code
South Carolina Code and Regulations

Current Elevator Population:

Location	Style	Only Elev. for Use	Number	Manufacturer	Type	Year
Thornley Campus						
Bldg. 100	Passenger	Yes	1	ESCO	Hydraulic	03/21/78
Bldg. 410	Passenger	Yes	1	Dover	Hydraulic	11/01/90
Bldg. 500	Passenger	Yes	1	Otis	Hydraulic	11/25/73
Bldg. 510	Passenger	Yes	1	US Elevator	Hydraulic	06/30/95
Bldg. 630	Passenger	Yes	1	Otis	Hydraulic	06/01/90
Bldg. 700	Passenger	Yes	1	Otis	Hydraulic	08/14/77
Bldg. 900	Passenger	Yes	1	Westinghouse	Hydraulic	01/01/78
Bldg. 910	Passenger	Yes	1	Schindler	Hydraulic	01/15/97
Bldg. 970	Passenger	No	2	Kone	Cable hoist	02/01/14
Bldg 1000	Passenger	No	2	Schindler	Belt	09/01/19
Bldg 1000	Service	No	1	Schindler	Belt	09/01/19
Bldg 1000	Freight	No	1	Schindler	Belt	09/01/19
Palmer Campus						
#1	Passenger	No	1	Otis	Hydraulic	10/22/86
#2	Passenger	No	1	Thyssen Dover	Hydraulic	1/29/02

Special note regarding elevators in Bldg. 1000 (SCATC):

The elevators located in the South Carolina Aeronautical Training Center (SCATC) will be under manufacturer’s warranty for materials and workmanship until approximately August 25, 2020. Any failures in materials or workmanship as well as preventative maintenance during the warranty period will be addressed by the manufacturer. Once the warranty expires the contractor shall assume responsibility for preventative maintenance as specified for the units.

The contractor shall perform monthly safety inspections on these elevators during this warranty period and shall assume full responsibility for the elevators when they are no longer under the manufacturer’s warranty.

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

2. Protection of Persons and Property: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions

for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all persons in direct proximity to the work site and to all property in the immediate vicinity. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. All damages or loss to any property or injury to persons caused in whole or in part by negligence on the part of the contractor's employees or anyone indirectly employed by him shall be the responsibility of the contractor.

3. Warranty: Contractor shall guarantee all work required during the contract period for the duration of the contract. Should the College determine during the contract period that any required work has been performed improperly or not performed at all; the contractor shall, after mailing of written notification by the College, correct said deficiency within fourteen (14) calendar days. Failure to correct the defect within fourteen (14) calendar days will be construed as default of the contract. Warranty covering parts shall commence upon acceptance of Contractor's work by the owner and shall continue for a period of one (1) year.

The contractor shall also warrant to the College that all parts furnished under this solicitation will be new, of good quality and workmanship and agrees to replace promptly any part or parts which by reason of defective materials or workmanship fail under normal use. Such replacement shall be free of any charge to the College.

4. Contractor's Employees / Equipment:

- a. Contractor's employees shall wear uniforms provided by the contractor and shall be reasonably neat and clean. At a minimum the uniform should bear the contractor's name and/or logo.
- b. Contractor's employees shall carry identification cards furnished by the contractor. Identification cards will include, at a minimum, the employee's name and photograph, and company's name, address and phone number.
- c. Contractor's employees shall sign in and sign out at the TTC Bldg.600 upon entering and leaving either TTC Campus. After normal business hours of 8:00AM – 5:00PM ET Monday – Friday (excluding holidays and scheduled closings), contractor's employees shall check in at the Public Safety Office located in TTC Bldg. 100.
- d. Contractor's employees shall abide by any and all rules and regulations set forth by the College.
- e. Offensive Situations. The College is a high traffic coed student area. The contractor shall ensure his personnel are cautioned against creating interruptions, noise or offensive situations which may interfere with the learning process or could be construed as sexual harassment.

5. Number of Man Hours Labor to be furnished:

The successful contractor shall be required to provide the necessary labor each month for routine cleaning, inspection, and adjusting service. In addition, the successful contractor shall provide the necessary labor for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc., to ensure that the equipment is in good operating condition at all times.

The College does not require on-site technicians and helpers. Technicians and helpers shall be on call as-needed for service calls for inoperative units. Routine maintenance and inspections are on a monthly schedule.

The College requires that contractor provide a written quote and obtain prior written authorization from contract administrator before beginning any "off-contract" repairs or service.

6. Acceptance of Elevators - Pre-Maintenance Repair: Contractor agrees that by his own inspection he has found all elevators covered by this contract to be in suitable condition for him to accept them under the terms of the maintenance contract. The contractor, therefore, will not claim at any time during the life of the contract extra

charges for any parts or service that may have been needed for maintenance of said elevators prior to award of contract.

7. End of Contract Period Maintenance. The contractor must perform all necessary maintenance and repairs through the end of the contract period. In the event the repairs, maintenance and adjustments have not been completed at the end of the contract period, the College reserves the right to contract with the new contractor for the repairs. The current contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current contractor's final payment.
8. Failure to Perform: The College reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received. The consultant's decision as to contractor's responsibility in fulfilling his contract obligation shall be final, with approval from the College. However, the consultant cannot recommend that anything be added to the elevator that was not present when contract was awarded. If the contractor fails to make immediate correction to elevators as directed by the consultant through the College, the contract held by may be canceled by default.
10. Addition or Deletion of Units: Elevators to be serviced and maintained under this contract are specified in the chart at the beginning of this section. Any unit added or deleted from said list will result in an equitable adjustment to the contract price. Any unit added that is of the same make and model number currently on the contract will be added at the current monthly contract price. Any unit added that is not currently on the contract will be negotiated by the College and the contractor, and added per written change order. If a unit is deleted, the price as stated on the contract in effect for effected unit will be subtracted from the contract price.
11. Overtime. The price bid herein contemplates routine service work to be done during regular working hours on regular working days. The College does not have any elevators that have 24 hour access. Contractor shall not work any overtime hours unless approved by the Contract Administrator prior to commencement of work.
12. Emergency Calls for Service: An emergency call for service is defined as a call for non-routine contracted services, I.E., a stuck elevator car. Contractor shall charge for emergency calls at the rates provide in the bidding schedule.
13. Service, Parts and Manuals. With the exception of some new installations, the College may not have service manuals for all installed elevators. Contractor shall obtain schematics, plans etc. at its own discretion and expense. At termination of the contract, the College shall retain all blueprints, wiring diagrams and other pertinent data that may have been furnished by the College and updated by the contractor.
14. Acceptance, Evaluation and Quality Assurance. The importance of the elevators covered by these specifications demands that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, ANSI Code and the South Carolina Elevator Code and Regulations and be kept capable of providing their initial maximum capacity, speed and performance. The College reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the College may immediately demand that the contractor place the elevator in condition to meet these requirements. The contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which the College may terminate the contract. If the demand is not promptly complied with, the College may enter into agreement with others to perform such work and charge the total cost thereof to the contractor.
15. Scheduled Inspections and Testing. Contractor shall submit certification to the College's contract coordinator to show evidence of successful completion of One (1) Month, Six (6) Month, Twelve (12) Month, Thirty-Six (36) Month, and Sixty (60) Month inspections and testing in accordance with Contract and ANSI A17.1, and as further specified in this contract. The certification shall include a list of all items identified by the applicable section in ANSI A17.1, Part X, and the contract. In the space next to each item, the contractor's employee performing the inspections and tests shall include his initials and the date the work was performed. The

certification shall be signed by the company supervisor. Contractor's failure to provide the above referenced certification within ten (10) days after completion of the inspection or testing may be cause for termination of this contract. This certification and list are in addition to the monthly reporting requirements addressed in paragraph 17, Work Documentation, below.

Contractor shall notify the College in writing ten (10) days prior to conducting running safety test.

Contractor shall furnish the College a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to service.

16. General Housekeeping. Contractor shall maintain good housekeeping practices in all of the elevators. Elevator pits, machine rooms and penthouses shall be kept clean and free of scrap parts, oily rags, combustible materials and accumulation of debris. Although fire extinguishers may be installed and maintained by the College in elevator machine rooms and penthouses, the contractor must provide his own fire extinguishes to support any HOT WORK being performed.

17. Work Documentation. The contractor shall be required to use some form of work documentation such as a "trip ticket". Such documentation shall address the following at a minimum: time of arrival and departure, location of work and services rendered. A College representative will sign each "trip ticket" prior to departure.

The contractor shall submit to the College's Contract Coordinator a monthly written performance report. This monthly report is due no later than the tenth day of the following month and shall include a list of each elevator by building indicating the date the elevator was serviced during that month. When services other than routine maintenance are performed, a brief description of services rendered should be included.

18. Annual Survey. Once per year at a time agreeable to both the contractor and the College, the contractor will submit in writing the results of a survey on the condition of the College's elevators under maintenance. Such survey shall be an informal "tool" to identify equipment which is obsolete, items requiring upgrading or near term replacement. The purpose of this survey shall be twofold: it furnishes the contractor some input as to the condition of the equipment and provides a planning tool for the College.

19. Response Time. Contractor shall be required to furnish a one hour or less response time for unoccupied cabs and a half-hour (30 minute) or less response time for occupied cabs during normal working hours only. Response time requirement for other than normal working hours is two hours or less for unoccupied cabs and one hour or less for occupied cabs. Response time, as referred to above, is defined as the time from receipt of a call to arrival on campus, and applies to **ALL** elevators listed in the chart at the beginning of the section. The College reserves the right to act immediately by whatever means necessary to retrieve trapped passengers requiring emergency medical attention if the contractor is unable to respond in the times stipulated. The College reserves the right to determine what constitutes an emergency. Contractor shall conduct a tutorial to Public Safety and Facilities Management regarding proper emergency passenger retrieval procedures.

20. Invoicing. Contractor shall submit invoices monthly for preventive maintenance furnished during the preceding month. Any other repair work or work not included as preventive maintenance shall be indicated as a separate line item on the invoice or submitted on a separate invoice. The College does not pre-pay for services.

22. "Hot" Work: Any work involving cutting, welding and soldering operations (commonly referred to as hot work) requires approval by the Contract Coordinator. Contractor shall perform all "hot-work" in accordance with all applicable fire codes, local ordinances, and State and Federal regulations.

Part B:

PREVENTIVE MAINTENANCE SPECIFICATIONS

1. CONTRACTOR shall:

- a. regularly and systematically inspect, adjust, clean, lubricate and when conditions warrant repair or replace: machines, motors, generators and controller parts including but not limited to worms, gears, thrust bearings, bearings, commutators, rotating elements, coils, contacts, resistors, magnet frames. Contractor shall also inspect, adjust, clean, lubricate and when necessary repair or replace interlocks, car and hatch door operators and hangers, tracks, door closer and signal systems.
- b. keep the guide rails properly lubricated, secured and aligned at all times except where roller guides are used and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- c. periodically examine all safety devices and governors and equalize the tension on all hoisting ropes/cables. All safety tests required by ANSI-A17.1 shall be performed when due and in the presence of a State/Agency official or his designee.
- d. renew all wire ropes as often as necessary to maintain an adequate safety factor and repair and/or replace conductor cables.
- e. use lubricants equal to or better than the quality specified by the manufacturer of the equipment.
- f. examine, lubricate, adjust repair and replace the following:
 - interlocks
 - car and hatch door operators
 - car and hatch door hangers
 - door closer
 - signal systems (these have been noted as a persistent problem and require ongoing prompt attention)
- g. replace fuses associated with elevator electrical service.

2. Work Excluded under Preventive Maintenance. The following items are not included under Preventive Maintenance and are not included in the cost for such service. Elevator equipment associated items on this list may be requested under Other Repairs and will be billed at labor and material rates established in the Bid Schedule. Contractor shall be requested to furnish a written quotation (fax or e-mail acceptable) and receive written authorization from TTC prior to the commencement of the work. This quote shall separate labor and materials charges. The contractor shall obtain prior approval from the College's contract coordinator for any services to be performed outside of the scope of this contract specification and any services to be performed outside of the College's operating hours that will incur any additional charges. Work will be paid under a separate line item on the resulting purchase order to differentiate this work from preventive maintenance. The College will not be obligated to issue Other Repair work to the contractor and may seek other quotations. The College will exercise care with regards to work performed by other contractors that could impact on warranties and guaranties (see paragraph e below).

- a. Car enclosure including removable panels, door panels, car gates, plenum chambers, hung ceiling, light diffusers, light tubes and bulbs, handrails and floor coverings.
- b. Replacement Car guide rails.
- c. Hoist way enclosure, hoist way gates, doors, frames and sills.

- d. Repairs to hoist way structure, including landing sills.
- e. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representatives or employees or by reasons of any other cause beyond the control of the contractor except those made necessary by ordinary wear and tear.
- f. Installation of new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal or other authorities.
- g. Main line power switches, breakers and feeders to the controller.
- h. Underground and/or buried piping and jack casing. (NOTE: If piping runs from the machine room to the elevator pit and is readily accessible, it shall be included as part of regular maintenance).
- i. Replacement of outer housing of hydraulic jack.
- j. Extention of electric power supply to equipment from disconnect ahead of main switch, which controls that equipment.
- k. Emergency power plant and associated contacts.
 - 1. Smoke and fire sensors with related control equipment not specifically of the elevator controls.

3. Schedule of Maintenance Operations. See Part C for schedule of minimum maintenance operations.

4. Performance Requirements. Contractor shall maintain elevators equipment so as to preserve the operating characteristics in line with the original design. Should the Contract Coordinator find through its own investigation or that of his representative that those standards are not being maintained, the contractor will be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the College.

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

- a. Current speed of all elevators, dumbwaiters and escalators (as applicable) shall be maintained and brake to brake flight times shall also be maintained.
- b. Leveling accuracy of all elevators shall be maintained at all times.
- c. Opening and closing times of all hoist way and car doors shall be maintained within limits of ANSI A1 7.1 yet assuring minimum standing time at each floor.
- d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- e. Variable car and hall door open times shall be maintained or adjusted as may be requested by the College.
- f. Elevators under Group Supervisory Systems should be maintained at current operating levels. The contractor shall be required to periodically test these systems and submit to the College, test data indicating performance levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.

g. Emergency fire service operation shall be periodically (minimum of quarterly) tested to be sure it is functioning properly as required by ANSI A 17.1 and the South Carolina Building Code.

Part C:

SCHEDULE OF MAINTENANCE OPERATIONS

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

The following services shall be performed monthly (except on items "nn" and "oo" which are as required) or more often as required by the elevator industry standard maintenance requirements.

Contractor shall:

- a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
- b. Inspect and wipe clean all motors, machines and generators.
- c. Inspect controllers, selectors, selector drives and governors.
- d. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
- e. Wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.
- f. Clean and lubricate directions and accelerating switches.
- g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley if necessary.
- h. Clean hoist way pits and inspect equipment in them.
- i. Inspect working parts of all governors for free operation.
- j. Inspect all door operating equipment including motor brushes, commutators, belts or chains, contacts, drive vanes and blocks. Clean lubricate, adjust or replace as necessary.
- k. Check retiring cam operating and make necessary adjustments or corrections.
- l. Examine all wire ropes and fastenings. Check and adjust rope tension.
- m. Examine traveling cables for wear and position.
- n. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
- o. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.

- p. Lubricate selector drive screws and guides and clean contacts if necessary.
- q. Clean and lubricate automatic slow down and stopping switches on top of cars.
- r. Clean car position indicators, adjust if necessary.
- s. Inspect, clean and lubricate car guides (unless roller guides are used).
- t. Check car fan motors for proper operation.
- u. Inspect drive and secondary sheaves. Clean-if required.
- v. Check bearings for proper operation and wear.
- w. Examine machine gear teeth for cutting or noise.
- x. While riding on top of cars, physically check condition and operation of door locking equipment and emergency light battery pack if present.
- y. Perform electrical test of door interlock circuits.
- z. Examine door locks and door closer equipment. Clean door channels.
- aa. Examine car and counterweight guide shoe and fastenings.
- bb. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- cc. Remove car station cover, blow out, clean or lubricate switches and buttons.
- dd. Examine, clean with proper solution, and repair as necessary commutators, brushes and brush holders of all small control motors and regulators.
- ee. Examine and clean starter and control panels.
- ff. Check, clean and adjust operation of slowdown and limit switches. Examine all moving parts of governor i and safety for free operation. Clean and adjust governor and safety for proper operation.
- gg. Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
- hh. Blow out and vacuum controller motors and M.G. sets.
- ii. Check machine gear oil, seal and oil leaks, examine gear teeth and refill with fresh oil as necessary.
- J. Check and clean machine brake. Disassemble and replace worn components, re-assemble and readjust as necessary.
- kk. Clean and lubricate hatch door hanger tracks and door arms.
- 11. Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope as necessary.
- mm. Clean rails, hatch walls, car top, pit, overhead sheaves and beam. Check bracket bolts for tightness.
- nn. Perform annual no load safety test.

oo. Performance of ASA A 17.1 five year safety test (contract speed, full load) is required within the period of the contract by project specifications, and any other test that may be required during the contract period.

pp. Paint all parts subject to rust as required to maintain a presentable appearance.

qq. Check to be sure the car light and alarm system operate when on emergency power per ANSI A1 7.1 Rule 211.

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

1. Trident Technical College – Main Campus: 7000 Rivers Ave., North Charleston, SC 29406
2. Trident Technical College – Palmer Campus: 660 Columbus St., Charleston, SC 29403

QUALITY – NEW (MODIFIED –TTC-2019): All items used to service or repair elevators must be new.

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, Thornley Campus, 7000 Rivers Avenue, North Charleston, SC 29406
- Trident Technical College, Palmer Campus, 66 Columbus St., Charleston, SC 29403

DELIVERY DATE - SPECIFIED (JAN 2006): The college requests that delivery shall be made as soon as possible after receipt of order.

QUALITY – NEW (MODIFIED –TTC-2019): All items used in repairs and service must be new.

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.

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.

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.”

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015): (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. Currently be in the elevator service and maintenance business. (See certification statement on bidding schedule).
2. Have direct experience in servicing and maintaining elevators as specified. (See certification statement on bidding schedule).

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

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.

VI. Award Criteria

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

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

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

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): 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.

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.

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.

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.

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.

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.

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.

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

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 and must be approved by the State Materials Management Office prior to implementation.

CHEMICALS AND OTHER HAZARDOUS MATERIALS: Chemicals and other hazardous materials will be properly labeled and Material Safety Data Sheets (MSDS) will be provided when shipping such materials to the College. Vendors are required to send updated MSDS 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 – SHORT FORM (FEB 2015): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

FORCE MAJURE: -TTC 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.

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.

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.

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

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.

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)

Staff leasing services:The Contractor shall not engage the services of any staff leasing company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this contract without the expressed written consent of the state. Unauthorized use of a staff leasing services company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause.

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)]

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.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

CLEAN UP: The Contractor shall keep the work site clean and free from any accumulation of debris or building materials during the performance of contract work. At the completion of the work the entire facility and premises shall be left clean. The contractor shall remove from the premises all accumulations of trash and other materials which are not to be used in the construction on a daily basis.

PROTECTION OF ADJACENT WORK: The Contractor shall protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the Contractor shall be repaired and restored to original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work. This shall apply to damage done to the buildings and other interior or exterior structures as well as any landscaping resulting directly from the execution of this contract.

VIII. Bidding Schedule

IFB #: 040819-910-46205-06/19/19

Unit price shall be shown.

Complete the following:

Lot 1					
Item #	QTY	U/M	DESCRIPTION	Unit Price	Annual Price
1	12	MO.	TTCThornely Campus – B100 Monthly elevator services as specified. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$_____ / mo.	\$_____
2	12	MO.	TTC Thornley Campus – B410 Monthly elevator services as specified. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$_____ / mo.	\$_____
3	12	MO.	TTC Thornley Campus – B500 Monthly elevator services as specified. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$_____ / mo.	\$_____
4	12	MO.	TTC Thornley Campus – B510 Monthly elevator services as specified. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$_____ / mo.	\$_____

5	12 MO.	<p>TTC Thornley Campus – B630 Monthly elevator services as specified.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
6	12 MO.	<p>TTC Thornley Campus – B700 Monthly elevator services as specified.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
7	12 MO.	<p>TTC Thornley Campus – B900 Monthly elevator services as specified.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
8	12 MO.	<p>TTC Thornley Campus – B910 Monthly elevator services as specified.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
9	12 MO.	<p>TTC Thornley Campus – B970 (1) Monthly elevator services as specified.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____

10	12 MO.	<p>TTC Thornley Campus – B970 (2) Monthly elevator services as specified.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
11	12 MO.	<p>TTC Thornley Campus – B1000 (1) Monthly elevator services as specified to commence on 08-01-2020.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
12	12 MO.	<p>TTC Thornley Campus – B1000 (2) Monthly elevator services as specified to commence on 08-01-2020.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____
13	12 MO.	<p>TTC Thornley Campus – B1000 (3) Monthly elevator services as specified to commence on 08-01-2020.</p> <p>Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____</p>	\$ _____ / mo.	\$ _____

14	12	MO.	TTC Thornley Campus – B1000 (4) Monthly elevator services as specified to commence on 08-01-2020. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____
15	12	MO.	TTC Palmer Campus – #1 Monthly elevator services as specified. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____
16	12	MO.	TTC Palmer Campus – #2 Monthly elevator services as specified. Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____
			Lot 1 Total		\$ _____

Lot 2					
Item #	QTY	U/M	DESCRIPTION	Unit Price	Annual Price
1	12	MO.	TTC Thornley Campus – B1000 (1) Monthly safety inspection only. Aug, 1, 2019 – July 31, 2020 Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____

2	12	MO.	TTC Thornley Campus – B1000 (2) Monthly safety inspection only. Aug, 1, 2019 – July 31, 2020 Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____
3	12	MO.	TTC Thornley Campus – B1000 (3) Monthly safety inspection only. Aug, 1, 2019 – July 31, 2020 Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____
4	12	MO.	TTC Thornley Campus – B1000 (4) Monthly safety inspection only. Aug, 1, 2019 – July 31, 2020 Resident Cont Pref: _____ Resident Subcont Pref (2%): _____ Number of subcon claimed: _____ Resident Subcont Pref (4%): _____ Number of subcont claimed: _____	\$ _____ / mo.	\$ _____
				Lot 2 Total	\$ _____
				Total both lots	\$ _____

I hereby certify that I am currently in the elevator service and maintenance business.

Name

Signature

Bidding schedule continued on next page.

I hereby certify that I have direct experience in servicing and maintaining elevators as specified. .

Name

Signature

SC Certified Minority Vendor: y__ n__ S.C. Cert: _____

Bidding schedule continued on next page

For Informational Purposes Only: (Not used in evaluation)

1. Hourly Rate for emergency calls not covered by contract:

Regular Hours (7:00 AM – 5:00 PM M-F) \$ _____ / hr.

Overtime/after hours (5:01 PM – 6:59 AM M-F) and
Week-ends \$ _____ / hr.

2. Discount off manufacturers listed price for parts used in repairs:

_____ %

IX. Attachments to Solicitation

- 1. Nonresident Taxpayer Registration Affidavit Income Tax Withholding**
- 2. Bidder's Checklist**
- 3. Open Trade Representation**

**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:
<https://dor.sc.gov/forms-site/Forms/I312.pdf>

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.

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>