

 UNIVERSITY OF SOUTH CAROLINA	Invitation for Bid	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	USC-IFB-3378-JB October 3, 2018 Juaquana Brookins 803.777.3596 jbrookin@mailbox.sc.edu
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DESCRIPTION: Provide Service, Repair and Inspection of Fire Detection, Fire Suppression and other Life Safety Systems

USING GOVERNMENTAL UNIT: University of South Carolina Columbia Campus

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

University of South Carolina – Purchasing Department
1600 Hampton Street, Suite 606
Columbia SC 29208

PHYSICAL ADDRESS:

University of South Carolina – Purchasing Department
1600 Hampton Street, Suite 606
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): October 24, 2018 2:00 PM EST (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: October 15, 2018 10:00 AM EST (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) paper copy and One (1) USB Drive

CONFERENCE TYPE: N/A

DATE & TIME:

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

LOCATION:

**AWARD &
AMENDMENTS**

Award will be posted on **10/29/2018**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.purchasing.sc.edu>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

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

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other _____

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

(Return Page Two with Your Offer)

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

_____ In-State Office Address same as Home Office Address

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

Solicitation Outline

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

I. Scope Of Solicitation

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to perform service, repair and inspection of fire detection, fire suppression, and other life safety systems for the University of South Carolina Columbia campus in accordance with all requirements stated herein.

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006)

Start Date: January 23, 2019 End Date: January 22, 2022 Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015): CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

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.

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (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.

AWARD NOTIFICATION (FEB 2015)

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

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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

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.

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>.

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

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.

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (May 2008)

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

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.

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 (JUN 2006)

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

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

This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not

be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

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

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the 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 A PAPER OFFER OR MODIFICATION

Paper offers are required. When you submit a paper offer or modification, the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

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

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

TAXPAYER IDENTIFICATION NUMBER

(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. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

QUESTIONS MAY BE E-MAILED TO: jbrookin@mailbox.sc.edu

Be sure to reference "USC-IFB-3378-JB Questions" in the subject line

CLARIFICATION (NOV 2007)

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

DISCUSSIONS WITH BIDDERS

After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact a **USB drive**. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

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.

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 - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, 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 for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (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 YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

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.

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item.

LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED "SAMPLE"

Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Bidder, Bidder's terms and conditions, and/or similar type legal documents pursuant to potential contract award that Bidder chooses to include with its bid must be clearly labelled "SAMPLE". If Bidder's bid is the lowest price responsive and responsible offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Bidder included with its bid and clearly labelled "SAMPLE".

III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

SCOPE OF SERVICES

The awards will be made on behalf of the Columbia Campus; however, additional departments within the University of South Carolina System-Regional Campuses that may require the same type of services, may utilize this contract enacted by written amendment if mutually agreed upon by both parties by contract change order. These locations include but are not limited to: USC Aiken, Walterboro, Salkahatchie, Union, Georgetown, Sumter, Beaufort, Lancaster and USC Upstate (Spartanburg). Contract Prices shall remain in effect for those respective departments if added to the contract.

General Requirements

- A. The University will provide an inventory of commonly used parts to which the contractor will have access.
- B. Normal working hours for the University are Monday through Friday, 8:00 A.M. to 4:30 P.M. excluding holidays.
- C. The contractor is required to furnish the necessary equipment and labor to complete the job.
- D. The contractor is required to observe all OSHA and Safety Laws while on USC campus.
- E. The contractor is required to train all employees on chemical and lab safety and HAZCOM standard requirements that will perform work on USC campus.
- F. Contractor's technical personnel must display identification at all times while working on USC campus.
- G. The contractor will be responsible for cleanup of their work on all job sites.
- H. The contractor must provide a background check for all employees performing contract work on USC campus.
- I. The University reserves the right to request that the contractor remove any of its employees from campus based upon inappropriate behavior.
- J. The contractor must provide a service invoice for any service work completed and clearly note work performed.
- K. The contractor must provide a service essay for any service work completed and clearly note what was work performed within 24 hours of the service response, when applicable.
- L. The contractor must document on the essay that the fire alarm system signal circuits were left in service after completing repairs/troubleshooting.
- M. The contractor **must not** disturb, penetrate, scrape, or drill etc... any walls, ceilings, floors or stairs without USC performing an evaluation to determine if hazardous materials such as lead paint or asbestos is present.
- N. Contractor must have prior approval from the University for any cost required to repair the fire alarm system before performing the repairs.

FIRE ALARM SYSTEMS REPAIRS AND EMERGENCY RESPONSE

Furnish all labor, materials, parts as necessary to provide emergency response and repair services of the fire alarm systems for the University of South Carolina (USC) Columbia, SC campus (USC) as needed.

Anticipated annual dollar expenditure: \$125,000.00

This contract covers only labor for the diagnosis & repair of the fire alarms, parts & programming not included. USC reserves the right to use another contractor that has proprietary ownership of the fire alarm program.

Specifications

- A. Contractor must be UL (Underwriters Laboratories) certified and must maintain certification throughout the term of the contract. Offeror must be UL (Underwriters Laboratories) certified and provide proof of certification with bid.
- B. Contractor's Technical representatives must be a minimum of NICET II (National Institute of Certified Electronic Technicians) certified and must report to an individual in the role of service manager holding a NICET III certification. Evidence of the required certifications must be submitted by Offeror with bid.
- C. Contractor must have an employee holding NICET IV certification, responsible for direct supervision of USC's fire alarm repairs with all copies of certification. Evidence of NICET IV certification for its employee must be submitted by Offeror with its bid.
- D. Contractor will be on call 24 hours a day to include nights, weekends and holidays with the requirement of responding to problems & alarms within one hour after being notified for fire alarm service for troubles or alarm conditions.
- E. Contractor must provide a cell phone number with texting capabilities dedicated to USC.
- F. Contractor must also provide a minimum of three (3) cell phone numbers of the responding qualified technicians for back up purposes to USC Fire Safety within 10 days of the date of award.
- G. An answering service is not acceptable for emergency calls, service calls or scheduling of service.
- H. Contractor must have at least two technicians who are on call that are proven to be qualified in servicing the following fire alarms: Simplex, FCI, EST, Notifier and unconventional hardwire systems.
- I. Fire alarm systems that are found to be nonfunctional or that are found to be damaged to the point of severely compromising the integrity of the detection or notification must be reported by Contractor to USC Fire Safety staff immediately.
- J. Contractor must notify via e-mail (address to be provided) USC Fire Safety of all service calls performed after hours by 9:00 A.M. the following morning.
- K. Contractor must evaluate all fire alarms before servicing to prevent an unwarranted building evacuation.
- L. Contractor must notify USCPD dispatch 803-777-4215 before servicing any fire alarm systems.

The following information must be submitted with bid for Lot A

- A. Underwriters Laboratories Certification
- B. Three (3) references from businesses in which it has performed fire alarm services. Each reference must include a current contact person's name, telephone number and e-mail address.
- C. NICET II certifications of the Technical Representatives
- D. NICET III certification of the Service Manager
- E. NICET IV certification of Supervisor

ANNUAL TESTING OF FIRE ALARMS AND SMOKE DETECTORS

Provide annual testing of fire alarms and smoke detectors per NFPA 72 2010 (National Fire Protection Association) fire alarm code for the University of South Carolina, Columbia, SC Campus as needed.

Anticipated annual dollar expenditure: \$125,000.00

Specifications

- A. Contractor's Technical representatives/Inspector performing testing must be a minimum NICET II Certified (National Institute of Certified Electronic Technicians). Contractor's Technician/Inspectors must be directly supervised by a NICET III certified individual. Offeror must submit evidence of the required certification documentation with bid.
- B. All fire alarm inspections after completion must be reviewed and signed by a Contractor's manager who is a NICET IV certified individual from the inspection/testing company, certifying the completion and accuracy of the inspection/testing report. This individual must be located within the local office of the inspecting/testing company. Evidence of the manager's required certification must be submitted by Offeror with its bid.
- C. All inspections/tests must be completed per NFPA 72 2013 edition for all USC fire & smoke alarms. All smoke detector testing must be done using an approved system such as the "Solo" smoke detector testing system. Canned arousal smoke which may damage detectors will not be allowed. Testing of smoke or heat detectors with magnets will not be allowed. All testing methods must be approved by USC Fire Safety division. Documentation of said testing methods must be submitted by Offeror with its bid.
- D. Contractor must have at least two (2) technicians that are proven to be qualified in servicing/testing the following fire alarms: Simplex, FCI, EST, Notifier and unconventional hardwire systems. Offeror must provide three (3) references from businesses in which it has performed fire alarm/smoke alarm testing services & submit documentation with bid. This is to include what type of systems have been serviced and tested to show competency. Each reference must include a current contact person's name, telephone number and e-mail address.
- E. Contractor must provide USC Fire Safety with a minimum of three (3) cell phone numbers during inspection/testing to contact personnel of an emergency during the testing and provide them within 10 days of the date of award.
- F. Answering service is not acceptable. A local branch is needed to respond to perceived emergencies in a timely manner.
- G. Contractor must list recommendations for system separately from requirements of system on the inspection document.
- H. Fire alarm systems that are found to be nonfunctional or that are found to be damaged to the point of severely compromising the integrity of the detection or notification must be reported by Contractor to USC Fire Safety staff immediately. Contractor must evaluate all fire alarms before testing to prevent an unwarranted building evacuation.
- I. Contractor must perform testing during schedule provided by USC which may include nights, weekends and holidays.
- J. Contractor must perform work without direct on site supervision from USC Fire Safety.
- K. Contractor will be responsible for collecting fire alarm information; Building name and panel type are provided in **Exhibit A**.
- L. Contractor must provide a NFPA 72 2010 test certification with all devices passed or failed with descriptions of why devices failed.
- M. Inspection/testing for all Housing facilities must be coordinated and completed during the USC summer break effective at the end of the first week in May and to be completed during last week in July. Dates may be subject to change. All access and keys for inspection/testing will be coordinated through USC Housing, 777-6010.
- N. The contractor must be able to monitor the fire alarm panel during the inspection and be able to investigate any alarm conditions that may arise that are not related to the inspection, ensuring that there is no fire situation going unrecognized.

The following information must be submitted with bid for Lot A

- A. NICET II certifications of the Technical Representatives

- B. NICET III certification of the Service Manager
- C. NICET IV certification of Supervisor
- D. Documentation of testing procedure and approved system that will be used.
- E. Certification of Technicians as stated in D. above.
- F. Three (3) references from company's in which it has performed fire alarm/smoke alarm testing services. Each reference must include a current contact person's name, telephone number and e-mail address.

INSPECT, RECHARGE AND HYDROSTATICALLY TEST FIRE EXTINGUISHERS

Furnish all labor, materials, parts as necessary, to inspect, recharge and hydrostatically test fire extinguishers as needed for the University of South Carolina, Columbia campus.

Anticipated annual dollar expenditure: \$50,000.00

Requirements

- A. The contractor must provide a service invoice for any service work completed and clearly note work performed.
- B. The contractor shall notify USC Fire Safety prior to performing work on campus, if the work is requested by another University entity besides USC Fire Safety.
- C. Contractor must provide the University Fire Safety with the cost of any extinguishers required to replenish the USC stock before purchasing them.

Specifications

A turnkey operation for the servicing/recharging of fire extinguishers which meet or exceed the following minimum specifications:

- A. Work must be completed on-site; only hydrostatic testing of the CO2 extinguishers off-site is permitted.
- B. Use of subcontractor(s) is not allowed.
- C. Price for each service will be one price to include all parts, inspection, labor and any mileage charges.
- D. Contractor must be licensed by the State of South Carolina and comply with all Federal, State and OSHA standards. Copy of license must be submitted by Offeror with bid.
- E. Contractor must be able to respond to emergencies within one hour notice and must provide an emergency phone number with bid.
- F. Contractor must have CO2 filling capabilities.
- G. Contractor must have been in fire extinguisher business full time for at least three (3) years.

The following information must be submitted with bid for Lot B

- A. Copy of License issued by the State of South Carolina
- B. Emergency contact person and phone number for after hour work.
- C. Documentation/Evidence of a minimum three (3) years in fire extinguisher business.
- D. Three (3) references of company's where you have performed fire extinguisher inspections. Each reference must include a contact current person's name, telephone number and e-mail address.

FIRE SUPPRESSION INSPECTIONS, MAINTENANCE AND REPAIR (COMMERCIAL HOOD AND SUPPRESSION SYSTEMS)

Furnish all labor, materials, parts as necessary, to conduct fire suppression inspection, maintenance and the repair of commercial kitchen hood, residential suppression systems and specialty systems as needed for the University of South Carolina, Columbia campus.

Anticipated annual dollar expenditure: \$75,000.00

- USC Columbia currently has 89 commercial kitchen hood systems on campus that must be inspected/serviced bi-annually.
- USC Columbia currently has 156 residential suppression systems that must be inspected and tested annually.

Requirements

- A. The contractor must provide a service invoice for any service work completed and clearly note work performed.
- B. The contractor shall notify USC Fire Safety prior to performing any work if the work is requested by another University entity besides USC Fire Safety.

Specifications

- A. Contractor must be licensed by the State of South Carolina to perform hood inspections and maintenance.
- B. Contractor must be able to have a supervisor on-site while work is being performed.
- C. Contractor must be able to work during the schedule provided by USC which may include some night and weekend hours.
- D. Contractor must perform all contract work within its own company. USC will not allow subcontractors to perform the work.
- E. Contractor must provide a turn-key operation with price to include all labor, mileage, parts and materials for commercial hood inspecting per NFPA 96 regulations.
- F. Contractor must have been in business for a minimum of three (3) years.
- G. Contractor must be able to respond to emergencies within one hour notice to include nights and weekends and must provide an emergency phone number with bid.
- H. Contractor must provide USC Fire & Safety with changed fusible links.
- I. Contractor must verify and document that the fusible links were changed, shunt trip breaker functioned properly and that the fire alarm activated during all inspections of residential and commercial suppression systems.
- J. Contractor must be able to provide service to repair or replace exhaust fan motors, belts, bearings etc....
- K. Contractor must have the ability to repair variable drive exhaust systems and must be able to weld on site including stainless steel.
- L. Any deficiencies noted during an inspection shall be corrected by the contractor at the time of inspection in coordination with USC Fire Safety (if the repair is within the scope of the contractor's responsibilities). All parts, including spare cylinders, shall be on site with the contractor to correct any issues found and to prevent down time due to hydrotesting of cylinders and other common maintenance issues.

The following information must be submitted with bid for Lot B

- A. Copy of License issued by the State of South Carolina
- B. Documentation/Evidence of a minimum three (3) years in fire suppression business.
- C. Three (3) references of company's where you have performed similar work and scope. Each reference must include a contact current person's name, telephone number and e-mail address.
- D. Emergency contact person and phone number for after hour emergency's.

COMMERCIAL KITCHEN HOOD SYSTEMS CLEANING

Furnish all labor and materials to clean the commercial kitchen hood systems as needed for the University of South Carolina, Columbia campus.

Anticipated annual dollar expenditure: \$45,000.00

- USC Columbia currently has 89 commercial hood systems on campus that must be inspected/serviced bi-annually, 9 of these must be inspected/serviced quarterly. Two systems require lifts to access the fan on the roof.

Specifications

- A. Contractor must be able to have a supervisor on-site during the work.
- B. Contractor must be able to work during the schedule provided by USC which may include some night and weekend work.
- C. Contractor must perform all contract work within its own company. USC will not allow sub-contractors.
- D. Contractor must provide a turn-key operation with price to include all labor, mileage, parts and materials for commercial kitchen hood cleaning per NFPA 96 regulations.
- E. Contractor must have been in the business for a minimum of three (3) years in which they performed commercial kitchen hood system cleaning.
- F. Contractor must be able to respond to emergencies within one hour notice and must provide an emergency phone number with bid.
- G. Offeror must provide three (3) references with its bid from businesses in which it has performed commercial kitchen hood system cleaning. Each reference must include a contact person's name and contact person's telephone number, and current e-mail address.
- H. The hood must be polished inside and outside with no signs of grease evident on the stove or hood.
- I. Contractor must clean the hood, duct work, exhaust fan and remove and clean filter to clean.
- J. The contractor cannot leave any visible traces of residual grease on the hoods.
- K. The contractor must remove all cooking equipment prior to cleaning.

The following information must be submitted with bid for Lot B

- A. Copy of License issued by the State of South Carolina
- B. Documentation/Evidence of your company having a minimum three (3) years in commercial hood cleaning business.
- C. Three (3) references of company's where you have performed commercial kitchen hood system cleaning. Each reference must include a contact current person's name, telephone number and e-mail address.

DIESEL FIRE PUMP MAINTENANCE AND TESTING

Furnish all labor & materials to provide diesel fire pump maintenance & testing of nine (9) diesel fire pumps at the University of South Carolina, Columbia campus as needed.

Anticipated annual dollar expenditure: \$7,000.00

- The nine (9) diesel fire pumps are located as follows:
South Tower, West Quad, Capstone, East Quad, Bates West, West Stands of Williams Brice Stadium, Colonial Center, Remote Film Library and Honors residence hall.
- The nine (9) diesel fire pumps are as follows:
two (2) each Clark Pumps 353 T Detroit, three (3) each Perkins Pump, one (1) each Clark VM Pump, & three (3) each Clark-John Deer Pumps.

Specifications:

- A. Contractor must be qualified to service Clark diesel engines and maintain parts available to keep the engines in service.
- B. Contractor must have access to common parts to include but are not limited to: raw water solenoid, block heater, zinc bar, magnetic pick up, speed switch, & hand solenoid.
- C. Contractor must be able to respond to emergencies within one (1) hour notice with parts, 24 hours a day and must provide an emergency telephone number with bid.
- D. Annual pump maintenance/service to include all labor and travel expenses.
- E. Semi-annual inspection of each pump to include all labor and travel expenses.
- F. Offeror must provide three (3) references of service on Clark diesel engines with its bid. Each reference must include a contact person's name and contact person's telephone number, and current e-mail address.

G. Maintenance/service/inspection will include, but is not limited to, the following pump maintenance check list:

University of South Carolina Diesel Fire Pump Maintenance Check List

Name of building:

Engine Type:

Serial #:

Model #:

Date:

Engine Hours- Start:

End:

Electrical System

- ☐ All electrical connections
- ☐ Battery Voltage _____
- ☐ Battery Water level
- ☐ Battery post and cables clean
- ☐ Battery charger volts _____
- ☐ Battery Load test

Fuel System

- ☐ Fuel level _____
- ☐ Lines and connections for leaks
- ☐ Change fuel filters
- ☐ Check secondary containment of tank
To make sure nothing is stored

Oil System

- ☐ Change oil
- ☐ Change oil filters
- ☐ Check level of oil
- ☐ Gallons of oil _____
- ☐ Weight _____
- ☐ Check for leaks

Cooling System

- ☐ Check for leaks
- ☐ Check level
- ☐ Check antifreeze/water temp. _____
- ☐ Thermostat Operational
- ☐ Condition of belts and hoses
- ☐ Water strainer
- ☐ Electrolysis Bar

Intake and Exhaust System

- ☐ Check for leaks
- ☐ Clean or replace filter
- ☐ Check muffler
- ☐ Make sure nothing is in the

Exhaust Pipe

Electronic System

- ☐ Tachometer: _____
- ☐ Engine Hr.: _____
- ☐ Water Temp.: _____
- ☐ Oil Pressure: _____
- ☐ Check low oil pressure unit
- ☐ Check over speed shutdown
- ☐ Check manual contactors
- ☐ Check over crank alarm
- ☐ Check gauge operation

The following information must be submitted with bid for Lot C

- A. Three (3) references of company's where you have provided services Clark diesel engines. Each reference must include a contact current person's name, telephone number and e-mail address.

FIRE EXTINGUISHERS MONITORING

Provide monthly monitoring of fire extinguishers located throughout the University of South Carolina, Columbia campus as needed.

Anticipated annual dollar expenditure: \$48000.00

Specifications:

- A. The contractor will be responsible for the 30 day extinguisher check, annual maintenance and servicing of all University fire extinguishers per NFPA 10.
- B. The contractor will provide the labor to check fire extinguishers every 30 days by initialing the existing University of South Carolina fire extinguisher tag.
- C. The contractor's inspectors must receive documented training from USC Fire Safety before inspecting fire extinguishers.
- D. The contractor must provide a background check from SLED for all inspectors and may be subject to back ground checks performed by the department of USC Law Enforcement and Safety.
- E. The contractor's inspector must provide in clear view identification while working in USC buildings.
- F. The University reserves the right to remove any contractor inspectors from USC property that are found to exhibit inappropriate behavior.
- G. The contractor's inspector will only be allowed to work during University business hours unless previous arrangements are made with USC Fire Safety.
- H. The contractor's inspector must observe all OSHA and Safety Laws while on Campus.
- I. The contractor's inspector must replace any non-compliant extinguishers with a compliant extinguisher from USC stock immediately.
- J. The contractor's inspector must report theft and vandalism of extinguishers to USC Fire Safety in writing.
- K. USC will not allow any subcontractors to perform the service.
- L. Any extinguisher mounting bracket that is found to be missing, damaged or removed from the wall during monthly checks shall be replaced by the contractor in consultation with USC to determine the presence of hazardous materials.
- M. The contractor will assist USC Fire Safety keeping an adequate record of the fire extinguisher stock and maintaining the appropriate number of extinguishers in stock to meet the needs of the University.

- N. The contractor shall use a USC approved excel type database to maintain records of fire extinguisher checks and maintenance. USC Fire Safety shall have access to these records at any time.
- O. The contractor will assist USC with the creation and maintenance of an approved database, under the guidance of USC Fire Safety, of the location of all fire extinguishers on campus to include adding and removing locations as necessary.
- P. The contractor shall provide USC Fire Safety with an anticipated weekly schedule of buildings that will be visited and inspected each week.
- Q. The contractor will meet with USC Fire Safety at least once per month to review the month's work and records and discuss any action items that are needed.
- R. The contractor shall notify USC Fire Safety prior to completing work if the work is requested by another University entity besides USC Fire Safety.

FIRE PUMPS SERVICE, FLOW TESTING AND SPRINKLER INSPECTIONS

Provide fire pump service, flow testing, & sprinkler inspections for the University of South Carolina, Columbia campus as needed.

Anticipated annual dollar expenditure: \$140,000.00

Specifications

- A. The contractor will be responsible for fire pump service, flow test and sprinkler service and inspections.
- B. The contractor will be on emergency call 7 days a week 365 days a year including holidays to respond for fire pump or sprinkler work when requested by USC.
- C. Contractor must provide 2 telephone numbers to include 1 cell phone number of employees on call and provide them with their bid.
- D. Contractor must be able to respond to USC within one hour's time of being requested by USC staff.
- E. Contractor will be responsible for checking all dry system air compressors and service when needed.
- F. Contractor will perform flow testing of fire pumps when requested, and provide proper documentation and flow calculations. Per schedule provided by USC.
- G. Contractor will perform sprinkler inspections per schedule provided by USC. Residential Halls will be completed between May and Aug of every year of the contract term.
- H. Contractor must have limited knowledge of fire alarm systems in order to prevent unwarranted building evacuations. (Simplex, FCI, Notifier, EST)
- I. Contractor must notify Fire Safety staff when working on Campus.
- J. Offeror must provide proof of experience in operation of diesel fire pumps and electric fire pumps through a letter from pump manufactures or certificates from a fire pump school and include it with bid.
- K. Contractor must provide an hourly rate for fire pump/sprinkler service work, a flat rate for fire pump flow testing and an hourly rate for inspections.
- L. The contractor must be able to provide USC Fire Safety with replacement parts for the following (but not limited to): gauges, sprinkler signage, spare heads, wrenches and head guards.
- M. USC currently has 9 diesel and 24 electric fire pumps to be flow tested annually.

The following information must be submitted with bid for Lot C

- A. Provide two (2) telephone numbers to include 1 cell phone number of employees on call.
- B. Proof of experience in operation of diesel fire pumps and electric fire pumps through a letter from pump manufactures or certificates from a fire pump school.

TRASH CHUTES AND FIRE DOORS INSPECTIONS AND REPAIRS

Furnish all labor, tools, materials, parts as necessary to inspect and repair trash chutes and fire doors on the Columbia campus quarterly.

Anticipated annual dollar expenditure: \$5,000.00

- The 21 trash chutes are located as follows: Bates West, Cliff Apartments, Colonial Life Arena, East Quad (4), Honors Dorm (4), Patterson Hall (4), South Quad, West Quad A (2), West Quad B (2), West Quad C (2).

Specifications

A turnkey operation for the inspecting, servicing and repairing of trash chutes and other fire door mechanisms' which meet or exceed the following minimum specifications:

- Contractor must inspect mechanical activated doors to include but not limited too fusible links, tracks, rollers, brackets, springs and doors on all trash chutes to insure proper operation for closing in the event of a fire.
- Contractor must be able to replace fusible links, rollers, springs, brackets and doors on site.
- Contractor must be able to weld on site.
- Contractor must be able to work during the schedule provided by USC which may include some night and weekend work.
- Contractor must perform work within their own company. USC will not allow sub-contractors.
- Contractor must provide a turn-key operation with price to include all labor, mileage, parts, & materials for trash chute inspection and repairs.
- Contractor must have been in the business for a minimum of three (3) years providing similar services and scope of work.
- Offeror must provide three (3) references with its bid. Each reference must include a contact person's name and contact person's telephone number, and current e-mail address.
- Contractor must provide a cell phone number with texting capabilities dedicated to USC. Contractor must notify USC Fire Safety before performing any work on USC campus.
- Contractor must receive permission from USC Fire Safety before making any repairs.
- Contractor must provide USC Fire Safety with the worn or replaced parts.
- The contractor shall notify USC Fire Safety prior to completing work if the work is requested by another University entity besides USC Fire Safety.

The following information must be submitted with bid for Lot B

- Three (3) references of company's where you have performed similar scope of work. Each reference must include a contact current person's name, telephone number and e-mail address.

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL

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

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ NO

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

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

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

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

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."

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 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.

VII. Terms and Conditions - A. General

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

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

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

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.

hts under this Contract. Any waiver must be in writing.

VII. Terms and Conditions - B. Special

HIPAA LAW

The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

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)]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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.

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]

Insurance Requirements: The successful offeror must provide a copy of its liability within ten (10) days upon the posting of the intent to award or statement of award and on each contract anniversary date thereafter attesting to such insurance coverage.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement

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

ILLEGAL IMMIGRATION (NOV. 2008)

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

LICENSES AND PERMITS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

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 “All Items” (JAN 2006)

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

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

[Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context).

(e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venture 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 ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

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 **One 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.

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

See attached Exhibit B.

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
OFFEROR'S CHECKLIST
EXHIBIT A – FIRE ALARM PANELS – COLUMBIA CAMPUS
EXHIBIT B - BIDDING SCHEDULE**

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

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

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

Review this checklist prior to submitting your bid/proposal.

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

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

EXHIBIT A FIRE ALARM PANELS –COLUMBIA CAMPUS

Building Name

Panel Type

1) Arnold School of Public Health	1) EST-QS4
2) 1600 Hampton	2) Simplex-4100
3) 1600 Hampton Annex	3) FCI E3
4) South Carolinian Library	4) FCI E3
5) Flinn Hall	5) Simplex-4020
6) Harper Elliott	6) Simplex-4100ES
7) Maxcy	7) Simplex-4100ES
8) McCutchen House	8) FCI E3
9) DeSaussure	9) FCI-E3
10) Thornwell Dorm	10) FCI-E3
11) Osborne Admin.	11) Simplex-4020
12) McKissick Museum	12) Simplex-4100ES
13) Woodrow College	13) FCI-E3
14) Currell College Annex	14) Simplex-4001 Hardwire
15) Rutledge College	15) Simplex-4100
16) Presidents House	16) Simplex-4010
17) Preston College	17) FCI-E3
18) Legare Pinckney College	18) Simplex-4100ES
19) Lieber College	19) Renovation (Simplex)
20) Journalism	20) Simplex-4100ES
21) McMaster College	21) Simplex-4100
22) Humanities Classroom Bldg.	22) Simplex-4100ES
23) Humanities Office Bldg.	23) Simplex-4100ES
24) Swearingen Eng.	24) Simplex-2001 Hardwire & FCI E3
25) 300 South Main (Swearingen Annex)	25) FCI-E3
26) UTS	26) FCI-E3
27) UTS Annex	27) EST3
28) Law Center	28) Renovation
29) Thornwell Admin. Bldg.	29) Simplex-4020
30) Alpha Tau Omega (Phi Sigma Kappa)	30) Simplex-4010
31) Chi Psi	31) Simplex-4010
32) Kappa Alpha	32) Simplex-4010
33) Kappa Sigma	33) Simplex-4010
34) Sigma Alpha Epsilon	34) Simplex-4010
35) Sigma Chi	35) Simplex-4010
36) Sigma Nu	36) Simplex-4010
37) Alpha Chi Omega	37) EST3
38) Alpha Delta Pi	38) Simplex-4010
39) Chi Omega	39) Simplex-4010
40) Delta Delta Delta	40) Simplex-4010
41) Delta Zeta	41) EST3

EXHIBIT A FIRE ALARM PANELS –COLUMBIA CAMPUS

42) Kappa Delta	42) Simplex-4010
43) Kappa Kappa Gamma	43) EST3
44) Zeta Tau Alpha	44) Simplex-4010
45) West Quad A	45) Simplex-4100U
46) West Quad B	46) Simplex-4100U
47) West Quad C	47) Simplex-4100U
48) West Quad D	48) Simplex-4010
49) East Quad	49) Simplex-4100
50) South Quad	50) Simplex-4100
51) Thomas Cooper Library	51) FCI-E3
52) Cliff Apts.	52) FCI-E3
53) Nada Apts.	53) FCI-E3
54) Russell House	54) Simplex-4100U
55) Bates House/Cafeteria	55) Simplex-4100
56) Bates West	56) Simplex-4100
57) Sloan College	57) Simplex-4020
58) Leconte College	58) Johnson Control-IFC 200
59) Barnwell College	59) FCI-E3
60) Petigru College	60) Simplex-4100ES
61) Callcott College	61) Simplex-4020
62) Thompson Student Health Center	62) FCI-E3
63) Patterson Hall	63) FCI-E3
64) South Tower	64) Simplex-4100
65) Children Center @ USC	65) Simplex-4010
66) Blatt PE	66) Simplex-4100ES
67) McBryde ABC	67) Simplex-4020
68) McBryde FG	68) Simplex-4020
69) Longstreet Theatre and Annex	69) Notifier-3030
70) Jones PSC	70) Simplex-4100ES
71) Coker Life Science	71) Simplex-4100ES
72) Earth Water Science	72) Simplex-4100ES
73) Sumwalt	73) Simplex-4020
74) Grad. Science Research Center	74) EST3
75) School of Music	75) FCI-E3
76) Koger Center	76) FCI-7200
77) Athletic Practice Facility	77) Simplex-4100ES
78) College of Nursing	78) FCI-E3
79) Strom Thurmond Wellness Center	79) Simplex-4100
80) South Endzone @ W.B. Stadium	80) FCI-E3
81) West Stands @ W.B. Stadium	81) FCI-7100
82) North Endzone @ W.B. Stadium	82) Simplex-4002 Hardwire
83) ROTC	83) FCI-FC72
84) ROTC Annex	84) FCI-FC72

EXHIBIT A FIRE ALARM PANELS –COLUMBIA CAMPUS

85) Colonial Life Arena	85) Notifier-3030
86) Carolina Gardens East	86) N/A Empty
87) Carolina Gardens Central	87) N/A Empty
88) Carolina Gardens West	88) FCI-E3
89) 1200 Catawba Street	89) FCI-7100
90) Close/Hipp BA Bldg.	90) FCI-E3
91) Capstone House	91) Simplex-4100
92) Columbia Hall	92) FCI-E3
93) Gambrell Hall	93) FCI-E3
94) Chemical Storage	94) ESL Hardwire
95) Bio Mass Facility	95) Johnson Control
96) University Press Storage (718 Devine Street)	96) ESL Hardwire
97) Psychology Annex (819 Barnwell)	97) Gamewell-ZAN 200 Hardwire
98) National Advocacy Center (NAC)	98) Siemens Addressable
99) Davis College	99) FCI-E3
100) Drayton Hall	100) Simplex-2001 Hardwire
101) Wardlaw College	101) Simplex-4208and4001 Hardwire
102) Carolina Coliseum	102) Simplex-4100ES
103) 300 Sumter Street	103) Simplex-4010
104) Field House	104) Simplex-4010
105) E. Stone Soccer Stadium	105) Notifier Hardwire
106) Roost Dorm	106) N/A Empty
107) North Energy Facility	107) Johnson Control
108) 743 Greene Street	108) Simplex-4010
109) Pearle Lab	109) Notifier Hardwire
110) Spigner House	110) FCI-E3
111) Roost Academic Training Center	111) Simplex-4001 Hardwire
112) Discovery Garage/Strings	112) Simplex-4010
113) 516/518 Main Street	113) FCI-7100
114) Byrnes Bldg.	114) EST3
115) Condition Base Maintenance Center	115) FCI-7100
116) Lambda Chi Alpha (Beta Theta Pi)	116) Simplex-4010
117) Gamma Phi Beta	117) Simplex-4010
118) Library Remote Storage	118) Simplex-4020
119) 730 Devine Street	119) Notifier Hardwire
120) Discovery Research	120) Simplex-4100U
121) Pi Kappa Phi	121) Simplex-4010
122) Sigma Phi Epsilon (Alpha Gamma Delta)	122) FCI-7100
123) Horizon Parking Garage	123) FCI-7100
124) Kirkland Apts.	124) Simplex-4010
125) Baseball Stadium	125) Simplex-4100U
126) Band & Dance Facility	126) FCI-E3
127) Colloquium Restaurant	127) FCI-7100

EXHIBIT A FIRE ALARM PANELS –COLUMBIA CAMPUS

128) Booker T. Washington (BTW)	128) Simplex-4100U
129) Dodie AEC	129) FCI-E3
130) Ernest Hollings Library	130) FCI-E3
131) Athletic Village Garage	131) Simplex-4010
132) Hamilton College	132) FCI-E3
133) Rice Athletic Center (CSO)	133) FCI-E3
134) Softball Stadium	134) EST
135) 1027 Barnwell	135) FCI-7100
136) Omega Psi Phi (Phi Mu)	136) Gamewell-Addressable
137) Gameday Bldg.	137) Simplex-4100ES
138) Benson School	138) Standalone 110V system
139) Horizon Research	139) Notifier-3030
140) Honors Dorm	140) Simplex 4100E
141) Women's Quad	141) Simplex 4100ES
142) 350 Wayne Street	142) FCI-E3
143) D.M. School of Business	143) Simplex 4100ES
144) 718 Devine - Art/Theatre	144) FCI-E3
145) Outside Law Elev.	145) Notifier NFS-300
146) Indoor Football Fac.	146) FCI-E3
147) Mass Comm. Bldg.	147) Simplex 4100ES
148) Track&Field Fac.	148) Simplex 4007
149) Soccer Fac.	149) Notifier
150) New Law Center	150) Simplex 4100ES
151) 1800 Gervais Street	151) Simplex 4010
152) Center for Health	152) Simplex 4100ES
153) One Wood Farm	153) Siemens
154) New Coach Ops Bldg.	154) Under Construction (Simplex)

LOT A- Emergency Response , Repair Services & Testing of Fire Alarms & Smoke Detectors

Item #	Qty	UoM	Description	Unit Price	Estimated Extended Price
1	1	HR	Furnish all labor, materials and equipment to provide emergency response & repair of the fire alarm system, as stated herein for normal hours with travel.	\$	\$
2	1	HR	Furnish all labor, materials and equipment to provide emergency response & repair of the fire alarm system, as stated herein for after hours with travel.	\$	\$
3	1	HR	Provide annual testing of fire alarms and smoke detectors, as stated herein for normal work hours with travel.	\$	\$
Total for Items 1-3 (Lot A)					\$

Resident Contractor Preference _____

Resident Sub-Contractor Preference (2%) _____

Resident Sub-Contractor Preference (4%) _____

Number of Sub-Contractors _____

Number of Sub-Contractors _____

Note: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement

Exhibit B Bidding Schedule/Price Business Proposal

Lot B – Fire Extinguishers, Fire Suppression, Cleaning of Kitchen Hood Systems & Trash Chutes

Item #	Qty	UoM	Description	Unit Price	Estimated Extended Price
1	1	EA	ABC Extinguisher Recharge 5 lb	\$	\$
2	1	EA	ABC Extinguisher Hydrostatic Testing 5 lb	\$	\$
3	1	EA	ABC Extinguisher 6 Year Maintenance 5 lb	\$	\$
4	1	EA	ABC Extinguisher Recharg10 lb	\$	\$
5	1	EA	ABC Extinguisher Hydrostatic Testing 10 lb	\$	\$
6	1	EA	ABC Extinguisher 6 Year Maintenance 10 lb	\$	\$
7	1	EA	ABC Extinguisher Recharge 20 lb	\$	\$
8	1	EA	ABC Extinguisher Hydrostatic Testing 20 lb	\$	\$
9	1	EA	ABC Extinguisher 6 Year Maintenance 20 lb	\$	\$
10	1	EA	Halotron Recharge 5 lb	\$	\$
11	1	EA	Halotron Hydrostatic Testing 5 lb	\$	\$
12	1	EA	Halotron r 6 Year Maintenance 5 lb	\$	\$
13	1	EA	Halotron Recharg10 lb	\$	\$
14	1	EA	Halotron Hydrostatic Testing 10 lb	\$	\$
15	1	EA	Halotron 6 Year Maintenance 10 lb	\$	\$
16	1	EA	Halotron Recharge 20 lb	\$	\$
17	1	EA	Halotron Hydrostatic Testing 20 lb	\$	\$
18	1	EA	Halotron 6 Year Maintenance 20 lb	\$	\$
19	1	EA	Water Recharge 2.5 Gallons	\$	\$
20	1	EA	Water Hydrostatic Testing 2.5 Gallons	\$	\$

Exhibit B Bidding Schedule/Price Business Proposal

21	1	EA	Water 5 Year Maintenance 2.5 Gallons	\$	\$
22	1	EA	CO2 Recharge 5 lb	\$	\$
23	1	EA	CO2 Hydrostatic Testing 5 lb	\$	\$
24	1	EA	CO2 5 Year Maintenance 5 lb	\$	\$
25	1	EA	CO2 Recharge 10 lb	\$	\$
26	1	EA	CO2 Hydrostatic Testing 10 lb	\$	\$
27	1	EA	CO2 5 Year Maintenance 10 lb	\$	\$
25	1	EA	CO2 Recharge 15 lb	\$	\$
26	1	EA	CO2 Hydrostatic Testing 15 lb	\$	\$
27	1	EA	CO2 5 Year Maintenance 15 lb	\$	\$
25	1	EA	CO2 Recharge 20 lb	\$	\$
26	1	EA	CO2 Hydrostatic Testing 20 lb	\$	\$
27	1	EA	CO2 5 Year Maintenance 20 lb	\$	\$
28	1	EA	Class K Recharge 5 lb	\$	\$
29	1	EA	Class K Hydrostatic Testing 5 lb	\$	\$
30	1	EA	Class K 5 Year Maintenance 5 lb	\$	\$
31	1	EA	Class K Recharge 10 lb	\$	\$
32	1	EA	Class K Hydrostatic Testing 10 lb	\$	\$
33	1	EA	Class K 5 Year Maintenance 10 lb	\$	\$
34	1	EA	Class K Recharge 20 lb	\$	\$
35	1	EA	Class K Hydrostatic Testing 20 lb	\$	\$

Exhibit B Bidding Schedule/Price Business Proposal

36	1	EA	Class K 5 Year Maintenance 20 lb	\$	\$
37	1	EA	Dry Powder BC Recharge 5 lb	\$	\$
38	1	EA	Dry Powder BC Hydrostatic Testing 5 lb	\$	\$
39	1	EA	Dry Powder BC 5 Year Maintenance 5 lb	\$	\$
40	1	EA	Dry Powder BC Recharge 10 lb	\$	\$
41	1	EA	Dry Powder BC Hydrostatic Testing 10 lb	\$	\$
42	1	EA	Dry Powder BC 5 Year Maintenance 10 lb	\$	\$
43	1	EA	Dry Powder BC Recharge 20 lb	\$	\$
44	1	EA	Dry Powder BC Hydrostatic Testing 20 lb	\$	\$
45	1	EA	Dry Powder BC 5 Year Maintenance 20 lb	\$	\$
46	1	EA	Class D Recharge 5 lb	\$	\$
47	1	EA	Class D Hydrostatic Testing 5 lb	\$	\$
48	1	EA	Class D 5 Year Maintenance 5 lb	\$	\$
49	1	EA	Class D Recharge 10 lb	\$	\$
50	1	EA	Class D Hydrostatic Testing 10 lb	\$	\$
51	1	EA	Class D 5 Year Maintenance 10 lb	\$	\$
52	1	EA	Class D Recharge 20 lb	\$	\$
53	1	EA	Class D Hydrostatic Testing 20 lb	\$	\$
54	1	EA	Class D 5 Year Maintenance 20 lb	\$	\$
55	1	EA	Fire suppression inspection, maintenance & repair of commercial kitchen hood systems, as stated herein.	\$	\$
56	1	EA	Cleaning of commercial kitchen hood systems, as stated herein.	\$	\$

Exhibit B Bidding Schedule/Price Business Proposal

57	12	Month	Monthly monitoring of fire extinguishers	\$	\$
58	1	HR	Hourly rate for trash chute inspection per quarter	\$	\$
59	1	HR	Hourly rate for trash chute service as needed	\$	\$
60	1	HR	Hourly rate for fire door service work as needed	\$	\$
Total for Items 1-60 (Lot B)					\$

Resident Contractor Preference _____
 Resident Sub-Contractor Preference (2%) _____ Number of Sub-Contractors _____
 Resident Sub-Contractor Preference (4%) _____ Number of Sub-Contractors _____

Note: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

Occasions may occur when additional support/services are required. When requested the following charges will apply. This pricing will not be a determining factor in the award.

Labor & travel during normal working hours: \$_____ per hour.

Labor & travel for emergency call hours: \$_____ per hour.

Occasions may occur when additional support/services are required. When requested the following charges will apply. This pricing will not be a determining factor in the award.

State % mark-up of replacement/repair parts based upon your cost: _____. Parts to be determined as needed.

Exhibit B Bidding Schedule/Price Business Proposal

Lot C - Diesel Fire Pump Maintenance & Testing, Fire Pump Service, Flow Test & Sprinkler Inspections

Item #	Qty	UoM	Description	Unit Price	Estimated Extended Price
1	9	EA	Annual pump maintenance/service for each pump	\$	\$
2	18	EA	Semi- annual inspection of each pump	\$	\$
3	1	EA	Flat rate for fire pump flow testing per pump as needed	\$	\$
4	1	EA	Hourly rate for fire pump/sprinkler inspections as needed	\$	\$
5	1	EA	Hourly rate for fire pump/sprinkler service work as needed	\$	\$
Total for Items 1-5 (Lot C)					\$

Resident Contractor Preference _____
 Resident Sub-Contractor Preference (2%) _____ Number of Sub-Contractors _____
 Resident Sub-Contractor Preference (4%) _____ Number of Sub-Contractors _____

Note: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

Occasions may occur when additional support/services are required. When requested the following charges will apply. This pricing will not be a determining factor in the award.

Labor & travel during normal working hours: \$_____ per hour.

Labor & travel for emergency call hours: \$_____ per hour.

State % mark-up of replacement/repair parts based upon your cost: ____%. Parts to be determined as needed.