

 <p style="text-align: center;"><b>UNIVERSITY OF SOUTH CAROLINA</b></p>	<h1 style="margin: 0;">INVITATION FOR BIDS</h1>	Solicitation Number Date Issued Date Posted Procurement Officer Phone E-Mail Address	USC-IFB-3513-DG July 25, 2019 July 25, 2019 Dennis Gallman (803)777-4117 gallman@mailbox.sc.edu
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**DESCRIPTION: Provide Preventive Maintenance & Testing of Elevator System for USC Aiken**

**USING GOVERNMENT AGENCY: University of South Carolina**

*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 OFFER BY (Opening Date/Time):** August 7, 2019 @ 11:00 AM, EDT See "Deadline for Submission of Offer" provision.

**QUESTIONS MUST BE RECEIVED BY:** August 2, 2019 @ 11:00 AM, EDT See "Questions from Offerors" provision.

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) Original Hardcopy and One (1) Hardcopy Marked "Copy", (original shall prevail)

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
<b>MAILING ADDRESS:</b> University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	<b>PHYSICAL ADDRESS:</b> University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

<b>CONFERENCE TYPE:</b> Site Visit (Non-Mandatory) <b>DATE &amp; TIME:</b> <b>August 1, 2019 @ 10:00 AM</b> As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> <b>University of South Carolina, Aiken Business &amp; Education Building/RM 102</b> <b>471 University Parkway</b> <b>Aiken South Carolina 29801</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>August 12, 2019</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

<b>NAME OF OFFEROR</b> <small>(Full legal name of business submitting the offer)</small>  <b>AUTHORIZED SIGNATURE</b>  <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small> <b>TITLE</b> <small>(Business title of person signing above)</small>  <b>PRINTED NAME</b> <small>(Printed name of person signing above)</small> <b>DATE SIGNED</b>	<b>OFFEROR'S TYPE OF ENTITY:</b> <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax-exempt corporate entity <input type="checkbox"/> Government entity (federal/state/local) <input type="checkbox"/> Other _____  <small>(See "Signing Your Offer" provision.)</small>
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Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

<b>STATE OF INCORPORATION</b>	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
<b>TAXPAYER IDENTIFICATION NO.</b>	<small>(See "Taxpayer Identification Number" provision)</small>

**PAGE TWO**

(Return Page Two with Your Offer)

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Area Code - Number - Extension                      Facsimile</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>E-mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>____ Payment Address same as Home Office Address          ____ Payment Address same as Notice Address (check only one)</p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>____ Order Address same as Home Office Address          ____ Order Address same as Notice Address (check only one)</p>
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<p><b>ACKNOWLEDGMENT OF AMENDMENTS</b>                  Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)</p>							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

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

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

## SOLICITATION OUTLINE

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
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

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

**It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to provide all labor, materials and equipment necessary to Provide Preventive Maintenance & Testing of Elevator System for USC Aiken in accordance with all requirements stated herein.**

**MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006):** (August 13, 2019 – August 12, 2024). Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

### 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.

**AMENDMENTS TO SOLICITATION:** (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/sa.php>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

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

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

**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.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):** (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

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

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

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

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

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

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

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

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

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

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

**CODE OF LAWS AVAILABLE (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>. [02-2A040-2]

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

**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. [02-2A075-2]

**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.

**OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165]

## **PROTESTS (MAY 2019)**

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

**PUBLIC OPENING (JAN 2004):** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS (FEB 2015):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

**REJECTION/CANCELLATION:** This solicitation does not commit the State of South Carolina to award a contract, to pay any cost 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:** 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/closings>

**SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015):** (An overview is available at [www.procurement.sc.gov](http://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.** (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**

**Mark Envelopes on questions mailed:**

Questions: USC-IFB-3513-DG

Title: **Provide Preventive Maintenance & Testing of Elevator System for USC Aiken**

Attn: Dennis Gallman

**QUESTIONS MAY BE E-MAILED TO:**

[gallmand@mailbox.sc.edu](mailto:gallmand@mailbox.sc.edu)

**CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1530(6), 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 11-35-1530(6); R.19-445.2080]

**DESCRIPTIVE LITERATURE – LABELLING (JAN 2006):** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**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](http://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 YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

**PROTEST – CPO – MMO ADDRESS (JUN 2006):** Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov),

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**SITE VISIT (JAN 2006):** A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor

does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**Date & Start Time: August 1, 2019 @ 10:00 AM**

**Contact Person's Name: Dennis Gallman**

**Contact's Phone Number: (803) 777-4115**

**Location: University of South Carolina Aiken Campus  
Business & Education Building/RM 102  
471 University Parkway  
Aiken South Carolina 29801**

### **III. SCOPE OF WORK / SPECIFICATIONS**

**DELIVERY/PERFORMANCE LOCATION – PURCHASE ORDER:** After award, all deliveries shall be made and all services provided to the location specified: University of South Carolina Aiken Campus.

This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide an all-inclusive elevator preventive maintenance service as described herein including, but not limited to, elevator inspections, examinations, lubrication, testing, cleaning and adjusting, and all major and minor repairs to equipment, including adjustments, repairs and replacement of all major and minor parts. A complete listing of the elevators, handicapped lifts, mechanical lifts, and pit lift are specified within. The contractor's service technician should have an operational diagnostic device to connect to the control panel to read faults for all types of elevators on the Aiken Campus during all service calls. The price bid by the offeror contemplates routine service work to be done during regular working hours on regular working days of the trades involved.

#### **A. Classification**

Vertical transportation systems covered by this specification are classified as passenger elevators, escalators, freight elevators, dumbwaiters, and orchestra pit lifts.

#### **B. Applicable Standards**

The following documents of issue in effect on the date of the Bid Invitation shall form a part of this specification. All applicable OSHA standards and regulations must be followed.

ANSI A17.1 – Safety Code for Elevators and Escalators

ANSI A17.2 – Inspection Manual for Elevators and Escalators

ANSI 17.3 – Safety Code of Existing Elevators and Escalators and ANSI A17.5

ANSI A117.1 Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People

American National Standards Institute, Inc.  
1450 Broadway  
New York, New York 10018

S. C. Code of Laws 1976 – Total 41, Section 16 – South Carolina Elevator Code

## S. C. Code and Regulations

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

### **C. Requirements**

#### **1. General Conditions**

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

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

Each elevator was installed according to the current Code requirements that were applicable in South Carolina at the time of installation. The University will be responsible for updating and/or renovating elevators to meet any applicable codes that were enacted subsequent to installation subject to the following:

- a. The contractor will be responsible for immediately maintaining any updates or renovations that the University contracts with him to do.
- b. The contractor will be responsible for maintaining any updates or renovations that the University contracts with another vendor one year after final competition.
- c. The Contractor will be responsible for maintaining any update or renovations that the University does in house for one year after completion.
- d. The contractor will advise USC Aiken of any problems that may occur to elevators or elevator mechanical rooms during renovations or updates that are the result of any outside contract, University personnel, or the contractor's own personnel.

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

Contractor must maintain good housekeeping practices on all of the elevators. Elevator pits, machine rooms, and penthouse shall be kept clean and free of scrap parts, oily rags, combustible materials, and accumulation of debris and dirt.

#### **2. Ownership**

It is understood that the Contractor will not assume possession or control of any part of the equipment but that such equipment remains the property of the University.

#### **3. Protection of Persons and Property**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all its employees performing the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or

property or to protect them from damage, injury, or loss. All damages or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by the contractor shall be remedied by the Contractor.

The Contractor shall not be liable for injury or damage to persons or property except those directly due to negligent acts of the Contractor or its employees. The Contractor shall not be liable for any loss, damage, or delay due to causes beyond its reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war, malicious mischief, or acts of God. In no event shall any party be held responsible for special indirect or consequential damages.

#### **4. Acceptance of Elevators – Pre-Maintenance Repair**

The contractor agrees that by his own inspection he has found all elevators covered by this contract to be in suitable condition for him to accept them under the terms of the maintenance contract. The successful bidder, therefore, will not claim, at any time during the life of the contract, extra charge(s) for any parts or service that may have been needed for maintenance of said elevator(s) prior to award of contract. Should the contractor not find the elevators in suitable condition, a written report to the University on each elevator not meeting this requirement and along with the cost for the necessary repairs.

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

#### **5. Work Excluded**

- a. Car enclosure including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, and floor covering.
- b. Replace car guide rails.
- c. Hoist way enclosure; hoist way gates, doors, frames, and sills.
- d. Repair hoist way structure, including landing sills.
- e. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representatives or employees, or by reasons of any other cause beyond the control of the Contractor, except those made necessary by ordinary wear and tear.
- f. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
- g. Main line power switches, breakers, and feeders to the controller.
- h. Underground and/or buried piping and jack casing.
- i. Replace outer housing of hydraulic jack.
- j. Extend electric power supply to equipment, from disconnect ahead of main switch, which controls that equipment.
- k. Replace mainline and auxiliary disconnect switches, fuses and feeders serving control panels.
- l. Emergency power plant and associated contacts.
- m. Smoke and fire sensors with related control equipment not specifically part of the elevator controls.

#### **6. Scheduled Testing**

Contractor must, provide verification that all inspections have been performed in accordance with current A17.1 National Elevator Code.

Notification must be given in writing by the contractor to the University of South Carolina Aiken ten (10) days prior to conducting running safety tests.

The Contractor shall furnish USC Aiken a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to performing service requirements.

## **7. Inspection and Tests**

The Contractor shall perform routine and periodic inspections and tests of all equipment at the frequency stated in ANSI A17.1, Part X, following the procedures set forth in ANSI A17.2 and as specified below:

a. **Six (6) Month Inspections and Tests**

The Contractor shall, at intervals of not longer than six (6) months from the initiation date of this contract perform the routine inspection and tests as outlined in ANSI A17.1, Part X, Sections 1001, 1004, 1007 and 1010.

b. **One (1) Year Inspections and Tests**

The Contractor shall, at intervals of not longer than one (1) year from the initiation date of this contract perform the periodic inspections and tests as outlined in ANSI A17.1, Part X, Sections 1002, 1005, 1008 and 1010.

c. **Five (5) Year Inspections and Tests**

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

d. **Certification**

The Contractor shall submit certification to the University to show evidence of successful completion of the Six (6) Month, One (1) Year, and Five (5) Year Inspection and Testing in accordance with ANSI A17.1 and as further specified in this contract.

The certification shall include a list of all items identified by the applicable section in ANSI A17.1, Part X. Beside each item include the initials of the person performing the inspections and tests and the date on which such was performed.

Failure to provide the above referenced certification upon completion of the inspection or testing shall be cause for termination of this contract.

The Contractor shall furnish as required, at no cost to the University, personnel to accompany State Elevator Inspector when required.

## **8. Routine Service Calls and Inspection Record**

Each time an elevator is serviced, whether emergency or regular, a legible report on approved form shall be submitted to USC Aiken within five (5) working days after servicing. This report shall cover all work done at the time of servicing. The report shall include information such as the date, hour, location, nature of the trouble for which a service call was required and must include a brief description of services performed or the Contractor must leave with the University's designated representative a legible copy of the maintenance work order.

## **9. Emergency Call Back Service**

The Contractor shall provide at all times twenty-four (24) hours a days, seven (7) days a week emergency call back service which consists of responding (responding means being on the job site) within a two (2) hour period to a request from the University to correct any elevator problem and/or condition, which in the University's opinion needs attention before the Contractor's next scheduled routine maintenance visit.

Emergency calls, at any hour, for stranded elevators carrying passengers, shall be responded to immediately.

University personnel usually confirm all reported elevator problems prior to calling in an after hour service call. Many after hour calls for unoccupied or non-critical buildings are held until the next working day. However, all requests for service from an authorized University representative must be responded to.

#### **10. Failure to Perform**

The University reserves the right to engage the services of an elevator consultant at any time during the term of the contract for the purpose of evaluating services received. The Consultant's decision as to Contractor's responsibility in fulfilling his contract obligation shall be final, with approval from USC-Columbia, Purchasing Department. However, the Consultant cannot recommend that anything be added to the elevator that was not present when contract was awarded. If the Contractor fails to make immediate correction to elevators as directed by the Consultant through USC-Columbia, Purchasing Department, contracts held by the Contractor will be canceled.

#### **11. Job Conferences**

At least every ninety (90) days, the contractor will make himself available for a conference on the past months performance of the contract with a representative of USC Aiken. Proper authorities within USC Aiken may request a written monthly performance report.

#### **12. Contractor Employee Policy**

##### ***Contractor Employees:***

- a. Shall wear uniforms as provided by the Elevator Service Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat and clean condition at all times. The technician's uniform shall be the standard color worn by Elevator Service Contractor's employees.
- b. Shall carry identification as prepared by the Contractor. Identification information will include the employee's full name, photograph (portrait), company name, address, telephone number, and employee's identification number and signature and title of the employee's immediate supervisor.
- c. Shall be of good character as decided by the Contractor and University as determined by requested references and work record.
- d. Shall be instructed to abide by any and all rules and regulations set forth by the University.
- e. Shall report immediately any property damage.
- f. Shall not engage in unnecessary conversation with University employees or tenants.
- g. Shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.

#### **13. Addition or Deletion from units to be maintained.**

The elevators to be serviced and maintained under this contract are specified herein. Any unit added or deleted by University from said list will result in an equitable adjustment to the contract price. If added, the parties involved will negotiate the price. If a unit is deleted, the price as then effect on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

#### **14. Number of Man Hours Labor to be Furnished**

The contractor shall be required to provide the necessary man-hours of labor per month for routine cleaning, inspection, and adjusting service. In addition, the contractor shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc. to ensure that the equipment is in good operating condition at all times. This time does not include man-hours consumed in emergency callbacks either during regular working hours or after regular working hours, nor does it include hours used for major maintenance repairs.

#### **15. Familiarity with the Work**

The Contractor, by acceptance of award, this contract, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The University shall not be responsible

for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the acceptance of award of this contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this contract.

#### **16. Qualification of Vendors**

The importance of maintaining the elevator equipment for USC Aiken in line with its original design performance and in safe operating condition requires the service to be performed by an experienced and competent elevator Contractor who has satisfactorily maintained elevators of this type and to the degree included in these specifications.

#### **Bidder shall therefore furnish the following (complete separate section) for evaluation purposes with this IFB:**

- a. A statement that it is regularly (to include number of years) engaged in the business of installing and/or servicing elevators of the type and character of equipment covered by these specifications.
- b. A complete description and location of its nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items:
  1. A list, including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder's and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.
  - 2.
  3. A list of five (5) references of elevator service contracts during the last two (2) years within the State of South Carolina.
  3. A description of any other factors concerning the bidder's maintenance program, personnel, and service facilities that will substantiate its ability to properly maintain the elevators in a safe, dependable manner.
  4. The University reserves the right to request a copy of the current annual report or certified financial statement prepared by a Certified Public Accountant, indicating financial capability to furnish the elevator maintenance specified. This information will be kept confidential.
  5. All personnel to be employed by the bidder in this work shall be duly trained and competent.

### **MAINTENANCE SPECIFICATIONS**

#### **A. Required Maintenance Service**

1. Under this contract the contractor will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained persons directly employed and supervised by the contractor. These persons will be qualified to keep the equipment properly



- adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.
2. Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair, or replace: MACHINES, MOTORS, GENERATORS and CONTROLLER PARTS, including but not limited to worms, gears, thrusts, bearings, commutators, rotating elements, coils, contacts, resistors, magnet frames, and other parts.
  3. These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality.
  4. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except when roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
  
  5. Contractor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the ANSI-A17.1 shall be performed when due and in the presence of a University official, or his designee.
  6. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
  7. All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.
  8. replace the following equipment:
    - (1) Interlocks
  
    - (2) Car and hatch door operators
  
    - (3) Car and hatch door hangers
  
    - (4) Door closers
  
    - (5) Signal system

### **Schedule of Maintenance Operations**

9. The following schedule of inspection and maintenance operations shall be adhered to when in carrying out the performance of this contract. This schedule constitutes the minimum operations to be provided. The contractor recognize that additional service(s) may be required in order to comply with performance evaluation requirements.
  
10. The following services are to be performed at least once per month or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at proper performance levels. At the time of service, an inspection sheet will be given to USC Aiken confirming the service that was performed.
  - a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action. Make corrections as necessary.
  - b. Inspect and wipe clean all motors, machines and generators.
  - c. Inspect controllers, selectors, selector drives and governors.
  - d. Clean and adjust all controller and selector contacts. Renew worn contact and/or shunts when

- necessary. Check sequence of operation.
- e. Wipe clean all motor, generator, and exciter commutators, clean, check brushes, and brush holders. Renew or reset brushes if necessary.
  - f. Clean and lubricate direction and accelerating switches.
  - g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
  - h. Clean hoist way pits and inspect equipment in them.
  - i. Inspect working parts of all governors for free operation.
  - j. Inspect all doors operating equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
  - k. Check retiring cam operating and make necessary adjustments or corrections.
  - l. Examine all wire ropes and fastening. Check and adjust rope tension.
  - m. Examine traveling cables for wear and position.
  - n. Examine counterweight ropes.
  - o. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
  - p. Lubricate selector drive screws, guides, and clean contacts if necessary.
  - q. Clean and lubricate automatic slow down and stopping switches on top of cars.
  - r. Clean car position indicators, adjust if necessary.
  - s. Inspect, clean, and lubricate car guides (unless roller guides are used).
  - t. Check car fan motors for proper operation.
  - u. Inspect drive and secondary sheaves, clean if required.
  - v. Check bearings for proper operation and wear.
  - w. Examine machine gear teeth for cutting or noise.
  - x. While riding on top of cars, physically check condition and operation of door locking equipment.
  - y. Perform electrical test of door interlock circuits.
  - z. Examine door locks and door closer equipment. Clean door channels.
  - aa. Examine car and counterweight guide shoe and fastenings.
  - bb. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
  - cc. Remove car station cover, blow out, clean or lubricate switches and buttons.
  - dd. Examine, clean with proper solution, and repair as necessary commutator, brushes, and brush holders of all small control motors and regulators.
  - ee. Thoroughly examine and clean starter and control panels.
  - ff. Check, clean and adjust operation of slowdown and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
  - gg. Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
  - hh. Blow out and vacuum controller motors and M.G. sets.
  - ii. Check machine gear oil, seal any oil leaks, examine gear teeth and refill with fresh oil as necessary.
  - jj. Check and clean machine brake. Disassemble and replace worn components, re-assembles, and re-adjust as necessary.
  - kk. Clean and lubricate hatch door hanger tracks and door arms.
  - ll. Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.
  - mm. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check bracket bolts for tightness.
  - nn. Perform annual no load safety test. (Annually, not monthly.)
  - oo. Performance of ANSI A17.1 five-year safety test (contract speed, full load) if required within the period of the contract by project specifications, and any other test that may be required during the contract period. (Time period as stated, not monthly).
  - pp. All parts subject to rust will be painted as required to maintain a presentable appearance.
  - qq. Check to be sure the car lights and alarm system operate when on emergency power as per ANSI A17.1, Rule 211.

### **C. Performance Requirements**

1. It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of its representative that these standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of USC-Columbia Purchasing Department.
  
2. The following performance levels which are a part of the original design and which shall be maintained at all times:
  - a. Current speed of all elevators, dumbwaiters, and escalators (as applicable) shall be maintained, and brake-to-brake flight times shall also be maintained.
  - b. Leveling accuracy of all elevators shall be maintained at all times.
  - c. Opening and closing times of all hoist way and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each door.
  - d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
  - e. Variable car and hall door hold open times shall be maintained or adjusted as may be requested by the University.
  - f. Emergency fire service operation shall be tested monthly to be sure it is functioning properly as required by ANSI A17.1 and the South Carolina Building Code. Both Phase 1 and 2 must be tested. Written reports of tests shall be kept in notebook binders in each machine room.
  
  - g. Elevator under Group Supervisory Systems should be maintained at current operating levels. The Contractor shall be required to periodically test these systems and submit to the USC Aiken test data indicating performance levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
  
  - h. Spare Parts
    - (1) To assure the maximum use of the elevators and a minimum shutdown time for emergency repairs, the successful vendor may be required to have and maintain a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. Any parts or lubricants on site shall be stored in metal cabinets furnished by the Contractor.
  
    - (2) Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.
  
  - i. Contractor shall not be under any obligation hereunder to make

any renewals or repairs except that incidental to the operation of the machinery.

- j Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus, or car, by persons other than Contractor or its employees.
- k If replacements or repairs are required due to no fault of the Contractor, the Contractor will obtain approval from USC-Columbia Purchasing Department before any repairs are made, giving the University an estimated cost to complete the renewal or repair.
- l If disagreement arises between the Contractor and facility officials or designee, USC-Columbia Purchasing Department shall be contacted and it will be the determining authority as to the disagreement between the two parties.
- m The price bid herein contemplates routine service work to be done during regular working hours on regular working days of the trades involved.
- n If overtime work **is requested** by the designated authority covering **routine work** (service work, examinations or repairs) at times other than regular work hours, 8:00 am – 5:00 pm, Monday-Friday, the Contractor will absorb the hour's work at single time rates, and the designated authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate. The Contractor's bid response to this IFB shall furnish billing rates for overtime work which will be fixed until an approved change is made per Section IV., 2., Contractor's Cost Adjustments.

### **WARRANTY**

The Contractor shall guarantee all work required during the contract period for the duration of the contract. Should USC Aiken determine during the contract period that any required work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by the University, correct said difficulty within fourteen (14) days. Failure to correct the defect within fourteen (14) days will be construed a default of the contract.

The Contractor also warrants to the University that all parts furnished under this specification will be new, of good quality and workmanship, and agrees to replace promptly any part or parts which by reason of defective materials or

workmanship shall fail under normal use, free of negligence or accident during the contract period, and any extensions thereof. Such replacement shall be free of any charge to the University.

**WIRING DIAGRAMS**

Working schematics and wiring diagrams are located in each elevator machine room to the extent of availability. The Contractor shall be responsible for verifying the accuracy of such information. Should the Contractor find errors and/or omissions he or she must submit a list with the IFB indicating such. Upon verification, the University shall then procure, if available, the necessary information.

The Contractor shall provide the University with updated reproducible diagrams indicating all changes, modifications, etc., which take place during the contract term. These reproducible shall be furnished to the University immediately following modifications.

At termination of the contract the University shall retain all blueprints, wiring diagrams and other pertinent data that may have been furnished by the University and updated by the Contractor.

**ACCEPTANCE EVALUATION AND QUALITY ASSURANCE**

The importance of the elevators covered by these specifications demands that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, ANSI code and the South Carolina Elevator Code and Regulations and be kept capable of providing their initial maximum capacity, speed and performance. The University reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the University may immediately demand that the Contractor place the elevator in condition to meet these requirements.

**ELEVATOR LIST**

Type	No. of Floors	Manufacturer	Location
Hydraulic	2	Thyssen Krupp	Student Activities Center
Hydraulic	2	Dover	Penland Building
Hydraulic	2	Otis	Library
Hydraulic	2	Southeastern	Humanities and Social Sciences
Hydraulic	2	Schlinder	Sciences Building
Hydraulic	2	Schlinder	Sciences Building
Hydraulic	2	Dover	Etheredge Center
Hydraulic	2	Dover	Wellness Center
Hydraulic	3	Dover	Ruth Patrick
Hydraulic	2	Dover	Ruth Patrick
Hydraulic	2	Thyssen Krupp	Convocation Center
Hydraulic	2	Thyssen Krupp	Convocation Center
Hydraulic	3	Dover	Business & Education Building
Hydraulic	4	Thyssen Krupp	Pacer Commons
Hydraulic	4	Thyssen Krupp	Pacer Commons
Ecospace Traction	4	Kone	Pacer Crossings
Ecospace Traction	4	Kone	Pacer Crossings

#### Quality Control Program:

The Contractor's complete system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of the written plan is the responsibility of the Contractor. The Contractor shall establish and implement a complete Quality Control Program (QCP) to assure the requirements of the Contract are met.

The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. A Quality Control Plan must be developed and submitted for approval to the Procurement Officer prior to performance of the contract. Upon approval, the Contractor must implement the QCP. The QCP is a living document and may be subject to change depending on the needs of the contract. Revisions to the Plan must be submitted to the Procurement Officer for approval.

The QCP shall include the following, as a minimum:

1. How the contractor will control quality of supplies and services.
2. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, will be accomplished.
3. An inspection plan or checklist tailored to the specific elevator being maintain under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract and shall include, but is not limited to:
  - a. Date of inspection performed
  - b. Location of inspection - Description of findings
  - c. Description of action(s) taken (if necessary)
  - d. Signature and date of completion
4. A training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.
5. A plan to ensure continuity of services in the event of separation of employees or employee absence.
6. Methods detailing how the Contractor will monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
7. A system detailing how the Contractor will respond to service calls in a timely manner. Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contractual requirements, and the Contractor's record of correcting deficiencies when noted.

While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

#### On-site Supervisory Personnel:

The onsite supervisor(s) is a person, designated in writing by the Contractor, who has complete authority to act on behalf of the Contractor on a day-to-day basis at the work site. The onsite supervisor must have the authority to direct the workforce and the work to be accomplished under this contract on behalf of the Contractor. The onsite supervisor's physical location must be at the work site. When multiple shifts are required, the Contractor must designate a minimum of one onsite supervisor for each shift. The onsite supervisor must perform routine Quality Control Inspections to identify and correct deficiencies before conditions become unacceptable. This shall be submitted on a daily basis to the designated points-of-contact via email.

#### Quality Assurance Plan:

- A. The procedures established in this plan will ensure that USCA receives the services specified in this solicitation. In order to have an effective contract administration program, all State and contract employees involved in contract administration must work as a team. Close coordination and active cooperation on a daily basis between the

contractor and those persons representing the Procurement Officer are necessary to obtain a well maintained and well-functioning elevators at the University of South Carolina.

- B. Unsatisfactory work must be corrected by the contractor as soon as the deficiency is identified. Unsatisfactory work is undesirable; therefore, if the contractor's performance remains less than satisfactory and fails to adhere to the contractual specifications, the University of South Carolina Aiken will take deductions, have the work performed by other means and charge the contractor (including administrative costs), or terminate the contract.
- C. During the term of the contract, the quality and timeliness of the contractor's performance will be documented by University of South Carolina Aiken. Excessive complaints or continued non-compliance with contractual requirements may result in USCA assessing deductions, contracting for the services by other means and charging the contractor for all costs incurred (including any administrative costs), or in the cancellation of the contract.

The University of South Carolina Aiken may use any or all of this information in evaluating the contractor's performance.

- 1. Random inspections may be performed and documented by University of South Carolina Aiken. Quality of performance will be based on contractor's conformance with all contractual requirements.
- 2. USCA may compare the contractor's quality control inspections against the actual conditions which exist at that point in time.
- 3. USCA may use minutes of meetings and customer surveys and records to assess effectiveness of the contractor's performance.
- 4. The following rating scale and monitoring form shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

EXCEPTIONAL:	Performance significantly exceeds contractual requirements to the University of South Carolina Aiken benefit.
SATISFACTORY:	Performance meets contractual requirements.
UNSATISFACTORY:	Performance does not meet contractual requirements.

QUALITY ASSURANCE MONITORING FORM

**SERVICE or STANDARD:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURVEY PERIOD:** \_\_\_\_\_

**SURVEILLANCE METHOD (Check):**

- Random Sampling       100% Inspection       Periodic Inspection       Customer Complaint

**LEVEL OF SURVEILLANCE (Check):**

- Monthly       Quarterly       As needed

**PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:** \_\_\_\_\_ %

**ANALYSIS OF RESULTS:**

**Observed Service Provider Performance Measurement Rate:** \_\_\_\_\_ %

- Performance significantly exceeds contract requirements to USC Aiken benefit.

**Service Provider's Performance (Check):**

- Meets Standards  
 Does Not Meet Standards

**Narrative of Performance During Survey Period:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PREPARED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



#### **IV INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015):** 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. [04-4010-2]

#### **BIDDER'S QUALIFICATIONS AND RELEVANT EXPERIENCE**

- a. Bidder must provide a detailed description of its general background, experience, and qualifications necessary to provide custodial services as described in Section III of the solicitation. Include a description of your company's organizational structure, including resume(s) of the individual(s) that will be assigned as supervisors and maintenance technicians for the University's account if your company is awarded contracted from this solicitation.
- b. Information on relevant experience must be provided by bidder, including its success in providing same or similar preventive maintenance services described in Section III of the solicitation to organizations/institutions similar in size and scope to the University of South Carolina Aiken giving a general description of the organization/institution, the time period in which your company is providing or has provided elevator preventive maintenance services; and any other information you believe demonstrates the bidder's experience necessary to provide elevator preventive maintenance services as described in Section III of the solicitation.
- c. Bidder must provide a reference list of at least ten (10) organizations/institutions similar in size and scope to the University of South Carolina Aiken Campus with whom it (bidder) has provided same or similar elevator preventive maintenance services described in Section III of the solicitation. For each reference, provide contact name(s), title(s), telephone number(s), and current e-mail address(es) of the contact person(s). Provide the initial date that the bidder began providing elevator preventive maintenance services for each reference and indicate how long the bidder has been providing / did provide elevator preventive maintenance services for each reference.
- d. Bidder must include a list of all the accounts it (bidder) has lost in the last ten (10) years. For each lost account, provide reason(s) for losing the account, contact name(s), title(s), telephone number(s), and current e-mail address(es) of the contact person(s) for the lost account; and the period of time that it (bidder) provided custodial services to the account before losing the account.
- e. Bidder must provide the most current, certified year-end balance sheet and income statement and any other financial documentation necessary to demonstrate its company's capability to perform to the contract awarded from this solicitation without assistance from any outside source(s).

**MINORITY PARTICIPATION (DEC 2015):**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

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

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

[04-4015-3]

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

**V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR (MAR 2015):** (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to “Standard Clauses & Provisions.”

**QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of

Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

**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 BY LOT (JAN 2006):** Award will be made by complete lot(s). [06-6015-1]

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

**MONTHLY PRICE GOVERNS: In determining award for Lot A, monthly prices will govern over yearly prices unless otherwise stated.**

**Award will be made to one offeror (Jan 2006)**

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

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NO INDEMNITY OR DEFENSE (FEB 2015):** Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

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

**OPEN TRADE (JUN 2015):** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PAYMENT & INTEREST (FEB 2015):** (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

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

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

**TAXES (JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JAN 2006):** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise

**WAIVER (JAN 2006):** The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. TERMS AND CONDITIONS – B. SPECIAL**

**CHANGES (JAN 2006):** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

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

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

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

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

**COMPLIANCE WITH LAWS (JAN 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONFERENCE – PRE-PERFORMANCE (JAN 2006):** Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

**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.

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

**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 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.

**CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006):** Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

**DEFAULT (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.

**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.sa.sc.edu/shs/hipaa>

**ILLEGAL IMMIGRATION (NOV 2008):** (An overview is available at [www.procurement.sc.gov](http://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.



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

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

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

**OWNERSHIP OF DATA & MATERIALS (JAN 2006):** All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

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

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

**PRICING DATA – AUDIT – INSPECTION (JAN 2006):** [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted

pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.  
[07-7B185-1]

**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.

**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.

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

**STORAGE OF MATERIALS:** Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to use to perform to contract.

**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.

**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 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 (REVISION 1)**

**LOT 1- YEARS 1-5**

1. 17 each Elevators \$\_\_\_\_\_ x 12 months = \$\_\_\_\_\_.

Elevator Information:

Number of Stops: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**  
No of Openings: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**  
Type: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**  
Location: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**

Normal working hours: 8:00 am to 5:00 pm Monday through Friday.

Overtime Working Hours: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Holidays: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Mileage \$\_\_\_\_\_per mile

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

**YEAR 2**

1. 17 each Elevators \$\_\_\_\_\_ x 12 months = \$\_\_\_\_\_.

Elevator Information:

Number of Stops: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**  
No of Openings: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**  
Type: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**  
Location: **SEE ELEVATOR LIST IN SECTION III OF THE SOLICITATION**

Normal working hours: 8:00 am to 5:00 pm Monday through Friday.

Overtime Working Hours: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Holidays: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Mileage \$\_\_\_\_\_per mile

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

**YEAR 3**

1. 17 each Elevators \$\_\_\_\_\_ x 12 months = \$\_\_\_\_\_.

Elevator Information:

Number of Stops: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
No of Openings: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
Type: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
Location: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**

Normal working hours: 8:00 am to 5:00 pm Monday through Friday.

Overtime Working Hours: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Holidays: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Mileage \$\_\_\_\_\_per mile

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

**YEAR 4**

1. 17 each Elevators \$\_\_\_\_\_ x 12 months = \$\_\_\_\_\_.

Elevator Information:

Number of Stops: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
No of Openings: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
Type: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
Location: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**

Normal working hours: 8:00 am to 5:00 pm Monday through Friday.

Overtime Working Hours: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Holidays: \$\_\_\_\_\_hour consists of # of persons\_\_\_\_\_

Mileage \$\_\_\_\_\_per mile

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

**YEAR 5**

1. 17 each Elevators \$\_\_\_\_\_ x 12 months = \$\_\_\_\_\_.

Elevator Information:

Number of Stops: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
 No of Openings: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
 Type: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**  
 Location: **SEE ELEVATOR LIST** **IN SECTION III OF THE SOLICITATION**

Normal working hours: 8:00 am to 5:00 pm Monday through Friday.

Overtime Working Hours: \$\_\_\_\_\_ hour consists of # of persons \_\_\_\_\_

Holidays: \$\_\_\_\_\_ hour consists of # of persons \_\_\_\_\_

Mileage \$\_\_\_\_\_ per mile

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.

**AWARD WILL NOT BE MADE BASED ON OVERTIME WORKING HOURS, HOLIDAY AND MILEAGE. THEREFORE THE CONTRACTOR SHALL NOT INCLUDE THESE PRICES IN THE TOTAL FOR YEARS ONE THROUGH FIVE. HOWEVER, THE UNIVERSITY OF SOUTH CAROLINA RESERVES THE RIGHT TO NEGOTIATE PRICES FOR OVERTIME WORKING HOURS, HOLIDAY AND MILEAGE IF THAT COST IS NOT CONSIDERED FAIR AND REASONABLE.**

**Lot 1 Total (Years 1 thru 5) \$** \_\_\_\_\_

**IX. ATTACHMENTS TO SOLICITATION**

- A) IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**
- B) STATE OF SOUTH CAROLINA**
- C) OFFEROR'S CHECKLIST**

**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.

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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.

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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>

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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://www.sctax.org>





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

**I-312**  
 (Rev. 7/24/14)  
 3323

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

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

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

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

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

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

\_\_\_\_\_  
 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_  
 Date

If Corporate officer, state title:

\_\_\_\_\_  
 (Name - Please Print)

Mail to: The company or individual you are contracting with.

# OFFEROR'S CHECKLIST

## AVOID COMMON BID/PROPOSAL MISTAKES

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

- Do not include any of your standard contract forms.
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/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.

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