



Solicitation: PTC-327 Janitorial Services
 Date Issued: **01/16/2024**
 Procurement Officer: Brian K. McKenna
 Phone: (864) 941-8314
 E-Mail Address: mckenna.b@ptc.edu
 Mailing Address: Piedmont Technical College
 Procurement Office – 195A
 PO Box 1467
 Greenwood, SC 29648

DESCRIPTION: **JANITORIAL SERVICES**

USING GOVERNMENTAL UNIT: **PIEDMONT TECHNICAL COLLEGE**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
PIEDMONT TECHNICAL COLLEGE
PROCUREMENT OFFICE – 195A
PO Box 1467
Greenwood, SC 29648

PHYSICAL ADDRESS:
PIEDMONT TECHNICAL COLLEGE
PROCUREMENT OFFICE – 195A
620 N Emerald Road
Greenwood, SC 29646

SUBMIT OFFER BY (Opening Date/Time): **03/12/2024 11:00:00** (See "Deadline For Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/15/2024 12:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE (1) Original hard copy marked "Original" and THREE (3) PRICE REDACTED hard copies marked "Redacted."**

CONFERENCE TYPE: **Pre-Bid Conference**
 DATE & TIME: **02/13/2024 10:00:00**

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

LOCATION:
Piedmont Technical College – Bldg. M
620 N. Emerald Road
Greenwood, SC 29648

AWARD &
 AMENDMENTS

Award will be posted on **03/22/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.ptc.edu/about/administrative-offices/procurement>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(Full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(Business title of person signing above)

STATE VENDOR NO.

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

PRINTED NAME

(Printed name of person signing above)

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address	____ Order Address same as Home Office Address
____ Payment Address same as Notice Address (check only one)	____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):
Preferences do not apply to this procurement per SC Consolidated Procurement Code Section 11-35-1524, Section (E) part (3).

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:
Not Applicable

SOLICITATION OUTLINE

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

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

It is the intent of the Piedmont Technical College (PTC), to solicit offers from qualified vendors and establish a contract to provide janitorial services for PTC. These services are to help maintain a safe, sanitary, and aesthetically pleasing environment at PTC.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: **04/08/2024** End date: **04/07/2029**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The five (5) year maximum contract period consists of a one (1) year initial term plus four (4) additional one (1) year options to extend.

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. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.ptc.edu/about/administrative-offices/procurement>
- (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. [02-2A005-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (MODIFIED)

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 in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business 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. [02-2A015-1]

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. [02-2A020-1]

BID IN ENGLISH and 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. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

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]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, to the best of your knowledge and belief:

- 1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and
- 2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or 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.
 - a) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
 - b) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

[02-2A050-1]

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

All questions must be submitted in writing and received by the Procurement Manager for this solicitation no later than **February 15, 2024, at 12:00 PM.**

Email is the REQUIRED method for submitting questions to the procurement officer. Title the "Subject" line of your email "Questions PTC-327". Questions must be submitted to mckenna.b@ptc.edu in an easily copied format such as MS Word.

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

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). [02-2A105-2]

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. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday 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.scecmd.org/planandprepare/disasters/severe-winter-weather>

[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

When submitting a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

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

VENDOR REGISTRATION MANDATORY (MODIFIED)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, [visit www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate “Update vendor number” with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](http://www.sc.gov) or S.C. Department of Revenue [Withholding \(sc.gov\)](http://www.sc.gov)).

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **02/13/2024 10:00:00**

Location of Pre-Bid/Proposal Conference:

**Piedmont Technical College
Facilities – Building M
620 N. Emerald Road
Greenwood, SC**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **Bring a copy of the solicitation with you.** Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to PTC. PTC assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does PTC 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. [02-2B025-1]

This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

MAIL PICKUP (JAN 2006)

PTC picks up all mail from The US Postal Service once daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to: protest-mmo@mmo.state.sc.us , or

(b) 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 PTC. PTC assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does PTC 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: **02/13/2024 11:00:00**
Location: **Piedmont Technical College
Facilities – Building M
620 N. Emerald Road
Greenwood, SC**

[02-2B165-1]

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (November 2023)

Contractor will furnish labor, equipment and supplies for janitorial services to maintain a safe, sanitary, and aesthetically pleasing environment at PTC. The buildings listed are listed in Section VIII Bidding Schedule.

Contractor Responsibilities

A. On-Site Management

- a. One (1) Account Manager to work a minimum of 40 hours per week and available for emergency situations. (8 a.m. – 5 p.m.)
- b. One (1) Working Floor Supervisor to work a minimum of 40 hours per week (3 p.m. – 11:30 p.m.)
- c. One (1) Working General Supervisor to work a minimum of 40 hours per week (5 a.m. – 1:30 p.m.). This team member will address staffing issues and check for cleaning needs before PTC staff arrive.
- d. A senior contract manager is to attend, along with the Account Manager, scheduled meetings with the Director of Facilities monthly and as requested. (Not a working team member and at no charge to the contract.)
- e. Account Managers and Supervisors must be able to communicate electronically (i.e., email).
- f. Contractor will supply to PTC and adhere to the following:
 - i. The Account Manager will monitor and assign work orders issued through PTC's work order system (FMX). PTC will supply the computer.
 - ii. The Account Manager and Supervisors will be assigned to work exclusively at PTC and may not routinely engage in activities that support the Contractor's other accounts.
 - iii. The general cleaning and floor care supervisors will be working crew members. The floor care team will consist of four (4) full-time (40 hours) employees. (Full-time Floor Supervisor, plus 3 full-time team members.)
 - iv. The general cleaning crew supervisor must report all damaged, non-working restroom fixtures and any other issues, such as the lighting in any area, immediately to the Account Manager to enter a work order for Facilities Management.
 - v. PTC will provide the Account Manager with secured office space, secured storage space, and utilities (including phone-line access and online access).
 - vi. The Floor Care Supervisor will report to the Account Manager for a schedule for the maintenance of floors as agreed upon by PTC. (Schedules must be established for the year and provided to PTC for approval.)
 - vii. If the Account Manager or Supervisors are not on campus at any time, a second in command must be appointed and acknowledged to the Director of Facilities. A cell phone will be passed to the person in charge. The Contractor's Supervisors will have at least one (1) year of experience supervising at least six (6) personnel. The Floor and General Supervisors will be thoroughly trained in all aspects of the following but are not limited to Contractor's equipment, infectious waste, Blood Borne Pathogens, Asbestos Awareness Program, hazardous materials, prevention transmission, proper cleaning methods, chemicals, SDS, safety, and any other required training and procedures within thirty (30) days of hire.
 - viii. The Contractor is responsible for ensuring that employees are trained as regulatory authorities as required for any hazardous situation. The Account Manager will provide a list of training and Safety Data Sheets (SDS) to the Director of Facilities. Training records may be requested at any time and will be provided within 24 hours. No new chemicals should be brought onsite without an approved SDS sheet.
 - ix. PTC reserves the right to reject any supervisors.
 - x. PTC may require the Contractor to remove supervisor(s) or employee(s) at any time.

- xi. The Account Manager will interview all applicants and keep a pool of applicants to be called upon as ready replacements for employee turnover as necessary.

B. General

- a. Contractor will provide proof of experience with ongoing janitorial services contract with minimum 900,000 square feet of cleanable square feet space.
- b. Contractor will furnish corporate and on-site management, technical support, supervision, labor, equipment, “green” products, and will provide continuous, high-quality janitorial services as indicated.
- c. Contractor must provide cell phones as a means of contact for the Account Manager, Floor Supervisor, and General Supervisor during service hours. Each porter must be provided, at minimum, a cell phone. Scheduled service hours are to be determined by PTC and the Contractor. As changes occur, the Account Manager will issue a contact list showing positions, names, and telephone numbers to the Director of Facilities.
- d. Contractor will provide the make and model of the required van and or truck (no older than five years) assigned to the contract for daily travel needs, including but not limited to the County Campus inspection and/or activities. The vehicle must have the company’s name and logo on the side.
 - e. Contractor will provide and maintain an electric golf cart, no older than five years, with a work bed for use in the recycling program for Greenwood Campus. The cart must have the company’s name and logo on the side.
- f. Contractor will provide and maintain a pressure washer. This pressure washer must have a wand and a rotary surface cleaner (no older than five years).
- g. Contractor will coordinate cleaning efforts and provide all supplies, training, and equipment for existing full-time housekeeping employees. (Currently, the college has one (1) full-time employee.) The contract will provide coverage for this position when necessary. Coverage will be coordinated with the Account Manager.
- h. PTC will have college events in rooms/buildings that may require additional cleaning as part of the contract. Weekly meetings will be conducted to brief the Account Manager on upcoming events. PTC will notify the Account Manager if any events are held that require cleaning outside of the everyday routine.
- i. PTC rents to outside customers requiring additional cleaning. PTC will negotiate pricing with the Contractor. The Conference Center Administrator will submit a work order using FMX to schedule the Account Manager for additional cleaning. This work order must be issued seven days before the scheduled event. During weekly meetings, the Director of Facilities will mediate any issues on the depth of cleaning requests and billable charges.
- j. The contractor must have an adequate service organization with a local service representative for the geographical area within a 150-mile radius with an established office of one year or more for which the bid is applicable. The service representative should be employed by the Contractor or designator as his authorized representative full-time, not as a subcontractor.
 - i. The contractor support office must be available by telephone between 8:00 AM and 5:00 PM each workday.
 - ii. The Contractor must be able to respond within 24 hours after receiving a service call.
 - iii. The contractor must have a working office within 60 miles of the site.
 - iv. The contractor must provide an Emergency Contact number for the local service representative.

C. Labor

- a. All of the labor force will be full-time (40 hours) and/or part-time employees of the Contractor hired for this contract. All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Contractor except for the porters, which will include the Director, Campus Police, and Security in the selection/hiring process.
 - i. The hourly rate for the following positions are:
 - a. Cleaning Crew \$12.50 / Hr.
 - b. Floor Crew \$13.25 / Hr.
 - c. Porters \$12.50 / Hr.
 - ii. In addition to the cleaning crew, the Contractor will supply two porters that will provide

40 hours of each employee's time to be available Monday through Friday for general maintenance duties with Public Safety and hours to be defined by the Director, Campus Police, and Security. Each porter will be required to carry a cell phone provided at the Contractor's expense.

- iii. Contractor to maintain no less than two (2) cleaners for the breezeways and outside courtyards on the Greenwood Campus that will provide 40 hours of each employee's time to be available Monday through Friday for this cleaning. Cleaner must be able to use and operate a pressure washer to clean the breezeways quarterly. (Outside floors, overhead, furniture, stairwells, clock, campus directories, etc.) The exterior pressure washing schedule must be established by the account manager for the year and provided to PTC for approval.
- b. The floor care team must consist of a minimum of (3) full-time members (40 hours per week) and (1) full-time working supervisor, which will be a total of (4) members.
- c. Before offering employment, the Contractor's employees will be thoroughly screened by the Contractor. This includes a background check (previous employers), driver's license check, and drug test, as well as being cleared through NCIC (National Crimes Information Center) and E Verify. No employee with a SLED record other than minor traffic violations may be assigned duties under this contract. The contractor shall be responsible for submitting SLED clearance records within 24 hours upon request.
- d. Contractor must provide all employees with shirts or smocks embossed with the Contractor's logo and the employee's name. All employees are required to wear ID or proximity badge during working hours. The color and style of uniforms must be approved by the Director of Facilities.
- e. All of the Contractor's employees will be given a thorough orientation and documentation of the Contractor's and PTC's policies and procedures, including the Contractor's job description, cleaning schedule, key/proximity management policy, cleaning, and safety procedures before beginning any work at PTC. Campus Police and Facilities can be included in meetings or orientation as requested. A Contractor manual, including the above documentation, will be provided to PTC.
- f. Contractor will ensure that their employees adhere to the following basic procedures and PTC's directives:
 - i. Employees cannot solicit, post materials on bulletin boards, or distribute without PTC's permission.
 - ii. Employees must report any property loss or damage to the Account Manager, their supervisor, and the Campus Police immediately.
 - iii. Employees will not open desk drawers or file cabinets, go through anything on the employee's desk, etc., or use any telephone/computer for personal calls/e-mails (telephones can be used for emergencies.)
 - iv. Employees will not wash college employee's dishes (coffee cups, etc.)
 - v. Employees will not leave keys in doors or admit anyone into any office or building. (Campus Police must be contacted to admit anyone to a room or building.)
 - vi. Employee will lock all doors and cut off lights (in unoccupied areas) immediately after the site has been cleaned if it was locked before entry.
 - vii. Employees shall remain in their assigned areas during work periods.
 - viii. Employees will not move or use any office or lab equipment (note: Lab tabletops are to be cleaned and are not considered lab equipment except in Industrial Shops).
 - ix. Employees shall be physically able to perform their assigned duties, including but not limited to climbing ladders, lifting 50 lbs. and related tasks.
 - x. Employees must be able to comprehend instructions.
 - xi. Employees will always maintain a courteous and helpful demeanor toward faculty, staff, administrators, students, and visitors.
 - xii. Employees are expected to maintain appropriate personal hygiene.
 - xiii. Employees will not remove any articles or materials from PTC's property, regardless of the value, including items found in trashcans or dumpsters (including aluminum drink cans and other recyclable materials).
 - xiv. Employees will not partake of leftover food/drink products from events unless offered by PTC staff.
 - xv. Employees must not use electronic devices (iPads, cell phones, etc.) during working hours unless they report or discuss the contractor's business-related issues.

- xvi. Employees will only dust the surface of any electronic boards and television screens in office areas, classrooms, and conference rooms. Cleaning products will not be used on this type of equipment.
- xvii. Employees will clean whiteboards using cleaning products only specified for whiteboards.
- xviii. Employees will only clean the exterior of refrigerators.
- xix. Due to the infectious materials used in laboratories, these labs must be cleaned with extreme care and caution. The contractor's personnel are not to open or store any food in the lab's refrigerated areas as they contain blood and other infectious material. Protective gloves must be worn at all times while cleaning these labs. The contractor's personnel cannot bring food or beverages into these labs and do not empty any trash receptacle with RED BIOHAZARD LINERS. The contractor's personnel should not enter storage rooms without prior approval.
- xx. Employees must only use the designated areas for breaks. Locations will be discussed in orientation.
- xxi. Golf carts cannot be driven in breezeways without permission from the Director of Facilities.
- xxii. Removal of trash from all receptacles must be transported in a leakproof canister/cart. xxiii. PTC will purchase wall hand sanitizers, products, and batteries and will be located at the main entrances of all buildings. The labor to replace the product and batteries is included in this contract. The Contractor is responsible for notifying PTC when the stock of supply needs replenishing.
- xxiv. When cleaning areas, employees will report any abnormal conditions, such as smells, moisture, room damage, etc., to the Account Manager to issue a work order and call the Campus Facilities Director to report the problem if deemed an emergency.
- xxv. Employees must dust and vacuum weekly in vacant or temporary-vacant offices.
- g. Contractor will be flexible in supplying personnel and equipment to accomplish routine and maintenance tasks.

D. Time Schedules

- a. The contractor's management and account manager will coordinate a cleaning schedule with the director of facilities so the work can be accomplished between the preferred hours of 5:00 AM and midnight Monday through Friday and on college Holidays. The shift schedule shall be negotiable.
- b. Contractor's Floor Care Supervisor and crew will work at the Greenwood Campus between 3:00 PM and 11:30 PM Monday through Friday. Floor care for the County Campuses is to be completed on Fridays.
- c. The Event Center (Bldg. N), Conference Center (Bldg. C), and six classrooms (Bldg. B) schedule will be discussed as these areas are rented to outside vendors. The cleaning schedule will be within the hours of operation listed above unless PTC has specified in advance.

E. Job Requirements

Work performed should not conflict with the work of other PTC employees in the buildings during regular business hours of 8:00 AM to 6:00 PM Monday through Thursday and 8:00 AM to 2:00 PM on Friday. PTC does not shut down facilities during the summer months. Plan to service all buildings 50 weeks a year. All campuses are closed for two weeks at Christmas/New Year's Day. (Floor stripping, waxing, and extraction should be done during this time.) Scheduling will be coordinated with the college Facilities Manager.

F. Working Relationship with PTC Management

The contractor will be expected to work closely with Facilities Management to conduct formal and informal inspections and to correct janitorial deficiencies in all buildings.

- a. Inspections by the Facilities Management may be conducted at any time and will be based on the premise of "inspect, not just expect" the facilities to be properly cleaned. (See Section P. Review of Performance below)

- b. Formal building inspections will be performed on the 5th of every month by the Account Manager and a designated PTC staff member.
- c. A written report from the Account Manager will be provided on the 10th of the month following the inspection containing a schedule to correct any deficiencies detected. Facilities management's recommended corrective actions for deficiencies are to be acted upon by the Contractor within 24 hours.
- d. Contractor is to report any facility issues requiring maintenance by submitting a work order.
- e. Contractor shall support and abide by PTC's Tobacco and Smoke-Free Policy, which includes vaping.

G. Schedule of Minimum Required for Routine Work – See **Appendix B**.

The described cleaning requirements listed are noted as minimum duties.

H. Products

- a. All cleaning products used shall be classified as "Environmentally Friendly" or "Green" as defined by the U.S. Green Building Council and meet the qualifications required for LEED-EB. The contractor will provide the cleaning supplies necessary for routine cleaning to accomplish the proposed janitorial services. PTC must approve all cleaning products, and the Contractor will provide complete information and documentation regarding the type, manufacturer, recycled content, distribution, training, storage, disposal, and use for all cleaning proposed for PTC, including but not limited to the following:
 - i. A complete cleaning product listing and usage guide.
 - ii. The Contractor's "Right-to-Know" training program.
 - iii. Certification, by signing this proposal, that all chemicals to be used meet or exceed "green."
 - iv. Maintain Safety Data Sheets for janitorial supplies in locations as required by OSHA.
 - v. Certification, by signing this proposal, that all waste and storage containers will be appropriately disposed of per applicable Federal, State, and Local regulations.
 - vi. Certifications, by signing this proposal, that the Contractor will bear complete and sole responsibility for all injuries, damages, and fines resulting from improper or illegal manufacture, distribution, storage, use, or disposal of the Contractor's supplies.
 - vii. PTC may reject and require replacement, at no cost to PTC, any of the Contractor's cleaning products deemed unsuitable or unsafe. However, PTC will hold the Contractor liable for any personal injury or incident resulting from hazardous or unsafe usage.
 - viii. Wax is required to be 20% solid or greater.
 - ix. Stainless steel – Only polish that is not oil-based and specified for stainless steel can be used to clean stainless steel. This product must be approved by the Director of Facilities.

I. Cleaning Methods

- a. Hallways with floor finish should be stripped and waxed annually, top scrubbed and refinished after six (6) months, scrubbed, and burnished monthly.
- b. Classrooms with floor finish should be stripped and waxed annually, top scrubbed, and refinished after six (6) months. Scrubbed monthly.
- c. All bathrooms with three or more toilets/urinals with floor drains should be cleaned weekly with a Kaivac cleaning machine or equivalent.
- d. All bathrooms must be deep cleaned weekly. (All surfaces, fixtures, urinals, toilets, countertops, partitions, floors, etc.) See **Appendix C**.
- e. Chemical-free stripping is the preferred method for stripping floors. PTC must approve using the stripper to ensure that floors will not be damaged during this process.
- f. Flooring (See **Appendix D and E**):
 - i. Carpets in all locations are extracted once a year. (Preferably in December during the holiday closure.)
 - ii. Carpets in all locations are cleaned (encapsulation) twice a year.

- iii. LVT (Luxury Vinyl Tile), LVP (Luxury Vinyl Planking), and Linoleum - sweep and spot mop daily, mop weekly, and monthly machine scrub.
- iv. VCT – Strip and refinish annually, top scrub every six months.
- v. Epoxy, Building N – Sweep, spot mop weekly, and scrub monthly. The building should be inspected daily based on the events schedule.
- vi. Epoxy, Center Adv. Mfg., Classrooms, Labs – Sweep and spot mop daily, scrub quarterly
- vii. Terrazzo Tile, Building D – Strip and refinish annually, top scrub six (6) months after
- viii. Forbo Marmoleum/Linoleum, Newberry, and Saluda Campuses – Clean daily using an auto scrubber. NOTE: The pH of the cleaner in solution must be between 6-8 pH. Training must be included for this flooring
- ix. Ceramic Tile – Sweep and spot mop daily, mop weekly, scrub monthly (See Schedule for different locations/schedules)

J. Supplies

- a. In addition to cleaning products, the Contractor will supply, maintain, and distribute the following consumable items (not inclusive):
 - i. Hand soap for restrooms and special soap (similar in price) for Industrial Areas (Such as Auto Lab, Welding, Machine Tool, Gunsmith) that fit and dispense properly from various existing dispensers. If dispensers do not function correctly, the Contractor will replace them with new dispensers that PTC must approve. The Contractor will furnish dispensers. PTC will supply the needed batteries.
 - ii. Wax is required to be 20% solid or greater.
 - iii. The Contractor is responsible for cleaning products for whiteboards as part of the daily cleaning schedule. This product must be approved for this specific use.
 - iv. The Account Manager must train all technicians in the proper cleaning method with approved supplies for cleaning whiteboards.
 - v. PTC will only furnish paper towels, toilet tissue, and trash liners.

K. Plastic/Paper Products

- a. The contractor is responsible for keeping an inventory (of at least 30 days) on hand for all the paper towels, toilet paper, and liners.
- b. An inventory on-hand report must be issued to PTC each month.
- c. Contractor will provide a report detailing by building the supplies that have been used for the previous month. This report is due on the 5th of the month.
- d. The Contractor will also be responsible for contacting Facilities (Administrative Coordinator) when an order for supplies needs to be placed, allowing at least two weeks' notice. If supplies are depleted due to the Contractor's failure to notify Facilities, interim supplies will be procured at the Contractor's expense.
- e. An area will be assigned (X Building) for storage of equipment and supplies to be used exclusively by the Contractor. This area will also be used for the paper products and trash liners purchased by PTC. This area must be organized and orderly at all times. PTC reserves the right to inspect this area at any time and report issues to the Contractor.

L. Equipment

- a. Contractor will provide and maintain, at no cost to PTC, all necessary equipment to perform the proposed janitorial services. The equipment supplied for use at PTC must be new, commercial- grade cleaning equipment. Vacuum must be low noise with HEPA filtration system and maintained at all times, including scheduled filter changes. Electrical equipment used will be UL- approved and periodically inspected for electrical and mechanical safety. The Contractor will clean and ensure the appearance of all equipment (buffer, vacuum, maid carts, mop buckets, etc.) is presentable (like new condition) at all times. PTC reserves the right to reject any equipment the Contractor has on-site and require replacement with a new/better quality piece of equipment at no cost to PTC. The contractor will maintain a source of readily available equipment to meet all needs for cleaning and maintenance throughout the year.

- b. Contractor will provide and maintain an electric golf cart with the company logo on the side, no older than five years, with a work bed for use in the recycling program.
- c. Contractor will provide and maintain a van and/or truck with the company logo, no older than five years, for service at county campuses, support, and supply movement.
- d. Contractor to provide and maintain a pressure washer. This pressure washer must have a wand and a rotary surface cleaner (no older than five years).
- e. Contractor will provide any tools needed to perform the proposed janitorial services.

M. Recycling/Breezeway Position

- a. Contractor will supply necessary labor and equipment for moving recycling containers to and from collection pick-up areas as identified by locations provided by PTC. This list is non-inclusive, as locations are added as requested.
- b. Current recycling efforts include paper, cardboard, plastic bottles, and aluminum can products but can consist of other products that PTC might identify.
- c. The Contractor will adhere to PTC's standards for recycling (collection, weighing, and record-keeping).
- d. This position will include emptying trash cans in all breezeways, outside buildings, and parking lots, cleaning breezeways, and miscellaneous duties as related – See Schedule **Appendix F**.
- e. NOTE: Currently, in addition to the Greenwood Campus, Newberry Campus is recycling, but other campuses will be added to this program during this contract. This contract will cover the labor of emptying the recycling stands and moving to an area designated for recycling in the building or outside location.

N. Courtyard Café/Student Center

- a. The Café space outside the enclosed glass kitchen area is the responsibility of the Janitorial Contractor for maintaining cleanliness. Students are required to clean up after themselves to include removing and disposing of their food packaging. All other cleaning must be done through the contract. This includes cleaning the floor, tables, etc.
- b. The bathrooms (3) in the Student Center/Café Area should be cleaned (2) times per day. Once in the morning and once after 2:00 pm.

O. Clean up – Infections Waste (Body Fluids)

The contractor must train and furnish Infectious waste kits and train the employees how to use and dispose of collected materials. An incident report of all clean-up actions must be turned in to the Director of Facilities on each occasion.

P. Technical Support

The contractor must furnish the name, position, experience, expertise, and telephone number of corporate-level technical support and management personnel from whom the Account Manager can seek assistance for janitorial service problems such as, but not limited to, emergency personnel issues, training support and as a resource to offer advice regarding special cleaning procedures/products.

Q. Review of Performance and Invoicing

A designee of PTC and the Account Manager of the Contractor shall meet weekly to review contractor performance. A random written inspection (Sample Inspection Sheet See **Appendix G**) of the work areas will be made by PTC's designee and reviewed with the Contractor's designee.

- a. All areas inspected that receive a Not Performed or Unsatisfactory rating will be noted with dates and times and documented for the monthly review meeting to discuss.
- b. Billable hours from an official janitorial contractor timesheet will be provided to PTC management for signature on a weekly basis. All labor to be invoiced must be documented with an official signature for processing.
- c. All monthly invoices from the previous months work will be reviewed by the second week of the next month at the monthly contractor review meeting. Both janitorial contractor management and PTC management will discuss previous months invoices for billable hours, and performance of contractor's work or lack thereof. Deductions may apply.
- d. Continuous unsatisfactory performance without any sign of improvement may be considered grounds for termination of the contract based on non-performance.

R. Security

PTC will provide keys and proximity cards at the start-up of the contract at no cost to the Contractor, but the Contractor must pay any replacement, new employees, or misplaced cards. The Contractor shall secure all keys and proximity cards issued to the Account Manager provided for janitorial access. The Account Manager must notify Campus Police immediately when keys/proximity cards are reported missing. In the event of loss or negligent exposure of keys to the extent of breaching security, the Contractor shall be responsible at the option of PTC for remuneration to PTC for the actual cost of necessary re-keying/re-programming of affected areas. PTC shall be the sole judge of the need to re-key in this instance. Proximity card replacement will be the cost-plus labor for re-programming with a minimum cost of ten dollars per card.

The contractor shall control access to the buildings and areas unlocked by janitorial personnel for service during the evening and other times when PTC is closed for regular business. If theft, vandalism, or other damage results from unauthorized access to a building not adequately secured after janitorial entry, the Contractor shall be held responsible for such theft and damage at the sole discretion of PTC. The Contractor shall follow the key policy set forth by PTC.

All unoccupied rooms cleaned must be locked when cleaning is completed. PTC does not allow the procedure of unlocking several rooms at a time.

S. Additional Information

- a. PTC will require the successful Contractor to interview the existing contractual staff members who provide janitorial services on campus.
- b. All of the building's cleanable square footage is included in the Building Square Footage **Appendix H** – Bidding Schedule. The square footage in the industrial labs is scheduled at random times or not scheduled since PTC uses work studies for this cleaning. PTC reserves the right to use this cost if additional cleaning is required beyond the contract.
- c. Some buildings require communication for special needs or events. See Section D. - Time Schedules above.
- d. This scope of work is a dynamic document and requirements can be changed as business conditions demand.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Piedmont Technical College

Greenwood Campus (All Buildings – See Map)
620 N. Emerald Road
Greenwood, SC 29648

Edgefield County Campus
506 Main Street
Edgefield, SC 29824

Center for Advanced Manufacturing
109 Innovation Drive
Laurens, SC 29360

Newberry County Campus
1922 Wilson Road
Newberry, SC 29108

Abbeville County Campus
143 Hwy 72 W
Abbeville, SC 29620

Laurens County Campus (LCHEC)
663 Medical Ridge Road
Clinton, SC 29235

McCormick County Campus
1008 Kelly Street
McCormick, SC 29835

Saluda County Campus
701 Batesburg Highway
Saluda, SC 29138

[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

Offerors are required to submit a Technical Proposal and a Business Proposal (two (2) separate documents) organized in the manner specified below.

Offeror's Proposals should be accompanied by Cover Page and Page Two. Both Cover Page and Page Two shall be completed and signed when submitted.

NOTE: Offerors are to submit a redacted copy of their Technical Proposal online. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 02-2A125-3]

Technical Proposal

1. Approach/Methodology
 - a. Cover Letter
 - b. Provide a technical narrative that outlines in detail, in addition to specific requirements above, how you plan to deliver on the requirements outlined in Section III.
 - c. Provide procedure documents (textural for all cleaning procedures with products to be used), including but not limited to:
 - i. Bathrooms-routine and deep cleaning including using Kaivac or equivalent
 - ii. Cleaning surfaces below 8 feet from top of floor
 - iii. Cleaning surfaces above 8 feet above top of floor
 - iv. Mirrors-bathrooms
 - v. Floor service (scrubbing and burnishing, stripping)
 - vi. Deep cleaning bathrooms-all surfaces
 - vii. Extract carpet, spot cleaning
 - viii. VCT, luxury vinyl tile, Forbo, ceramic tile, mats (inside and out)
 - ix. Dry stripping
 - x. Stainless steel
 - xi. Water fountains
 - xii. Cleaning outdoor furniture, handrails, cleaning trash
 - xiii. Cleaning breezeways-outdoor stairwells
 - xiv. Inside stairwells (walls, ceiling, floors)
 - xv. Cleaning windows inside and out
 - xvi. Cleaning of exterior entrances including removal of wasp nest/mud dauber nest/cobwebs
 - d. Provide online inspection software that allows PTC access to view inspection results to elevate cleaning standards.
 - e. Provide cleaning products to be used as stated in Section III.
 - f. Provide equipment list to be used/
 - g. Provide a clearly defined transition plan for your proposed implementation
2. Qualifications & Experience
 - a. Provide a proposed organization chart for the PTC account including the number of positions by employee type. PTC reserves the right to interview proposed manager(s). Include the minimum number of staff-hours estimated for the cleaning of each building and estimated pay rate including other labor requirements stated in the Scope.
 - b. Provide a detailed plan for qualifications and experience of personnel including any affiliations or applicable certifications.
 - c. Provide details on past experience for contracts held of similar scope to this contract. This is NOT references, but details showing capabilities to perform this similar size and scope contract.

- d. Must have a minimum of five (5) years of experience in cleaning medium to large size buildings in the higher educational environment.

3. **Business Proposal**

Price Proposal

- a. Cost must be all inclusive of all expenses.
- b. Pricing must be provided and entered as monthly price per building on the Bidding Schedule Pricing in Appendix H. Monthly price per building is all inclusive. Cost must be entered where required.
- c. Bid to provide services during hours outlined in Section III.

□□□□□□□□□□

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]

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]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

- Provide proof of Cleaning Industry Management Standard – Green Building (CIMS-GB) Certification

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

QUALIFICATIONS – REQUIRED INFORMATION (MODIFIED)

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.
- (g) Dun and Bradstreet Report, if applicable [05-5015-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BEST VALUE BIDS (JAN 2006)

Award will be made to the highest ranked, responsive, and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6025-1]

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

EVALUATION FACTORS -- BEST VALUE BID (JAN 2006)

Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6060-1]

A. Price Proposal	60 Percent
B. Approach/Methodology	20 Percent
C. Qualifications & Experience	20 Percent

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. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)

(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, 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.

[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)

- a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.
- c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT and INTEREST (FEB 2015)

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

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (MODIFIED)

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 will be determined after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees, and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees, and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees, and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among 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. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

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.

[07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

PRICE ADJUSTMENTS (JAN 2006)

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

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

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

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

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

(adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

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

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the

terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in an accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

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

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Please see Appendix H for the detailed bidding schedule and submit it with your offer.

Line Number	Quantity	Unit of Measure	*Unit Price	**Extended Price
1	12	Month		
Product Catalog: 95863 - Janitorial Management Services				
Item Description: Janitorial Services for all Piedmont Technical College Campuses				
Internal Item Number: 1				

*Unit Price is the Total Monthly Price of your Cost Proposal

**Extended Price is Unit Price x 12

Extended Price will be the amount used to determine the Price-Business Proposal Cost.

IX. ATTACHMENTS TO SOLICITATION

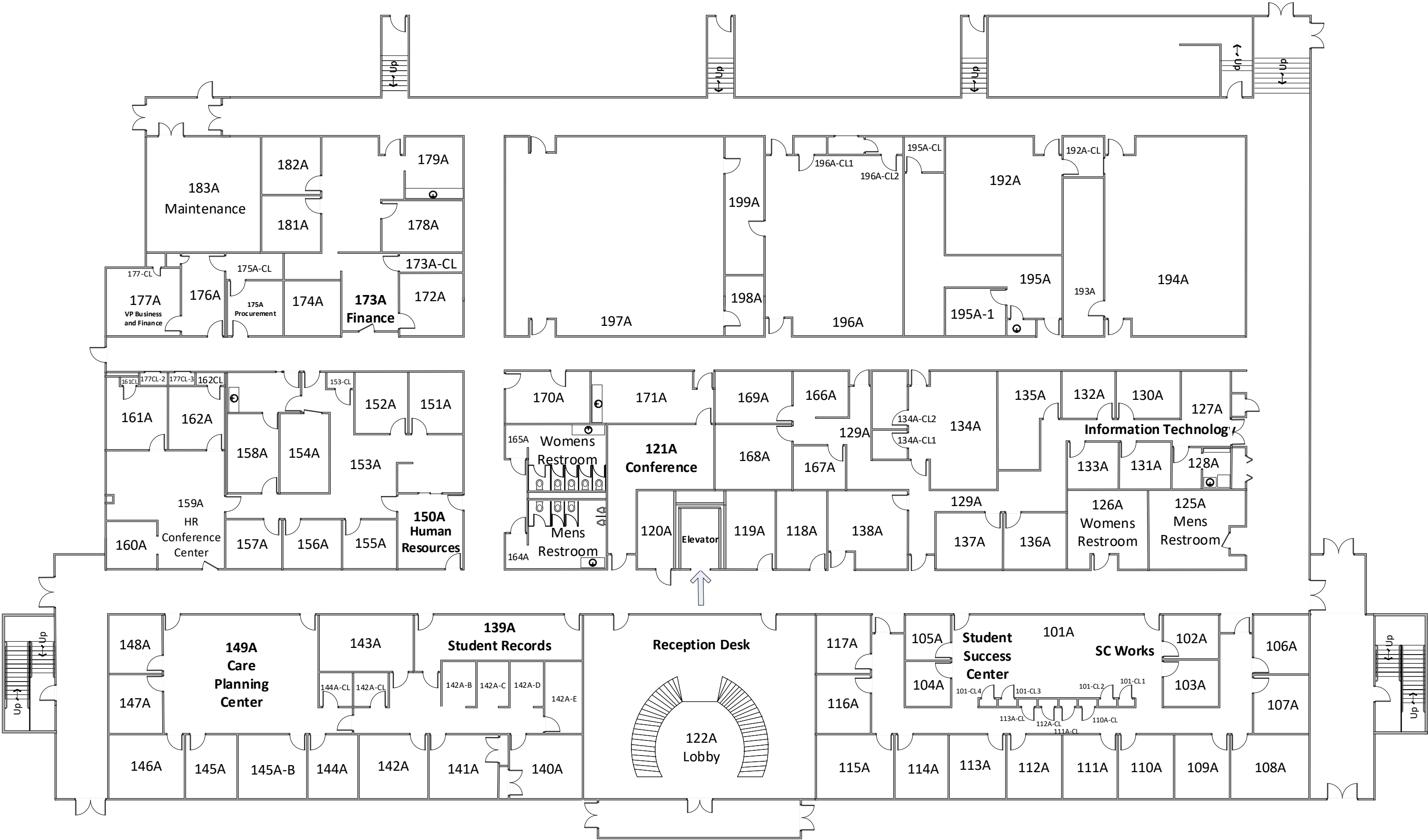
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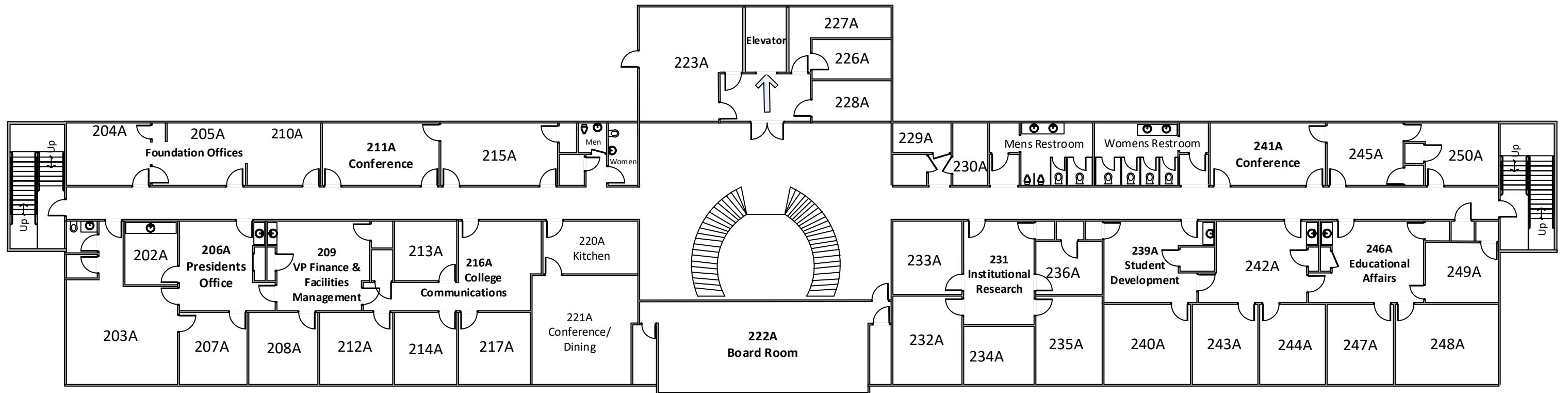
The following documents are attached to this solicitation:

Appendix A - Campus Room Layouts
Appendix B - Scheduled Minimum Required Routine Work
Appendix C - Restroom Fixtures
Appendix D - Floor Type
Appendix E - Forbo Marmoleum
Appendix F - Recycling Locations
Appendix G - Sample Inspection
Appendix H - Bidding Schedule
Appendix I – Campus Map

Attachment 1 – Blank W-9
Attachment 2 – Important Tax Notice – Nonresidents only
Attachment 3 – Nonresident Taxpayer Registration Affidavit – Form I-312
Attachment 4 – Offeror's Checklist

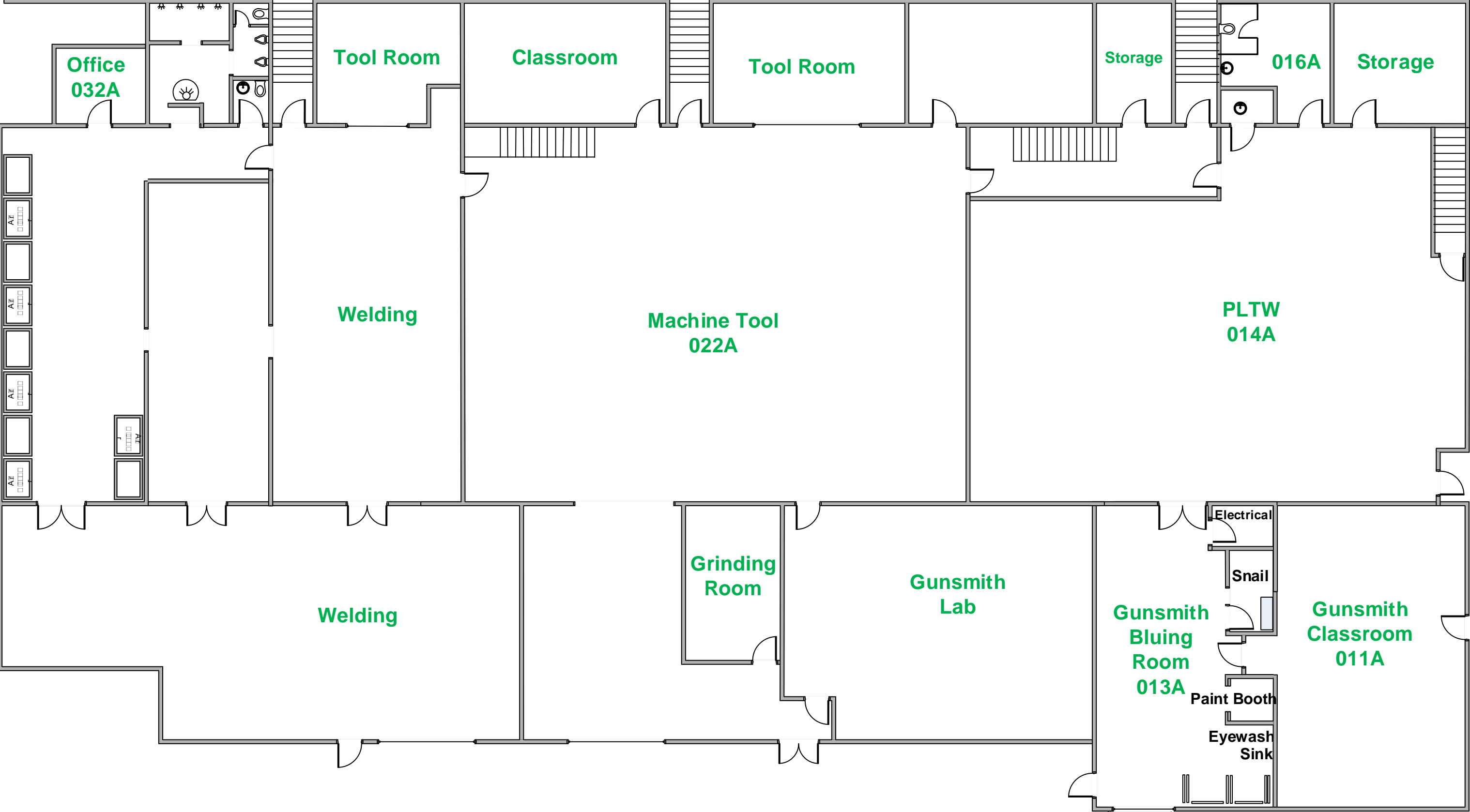
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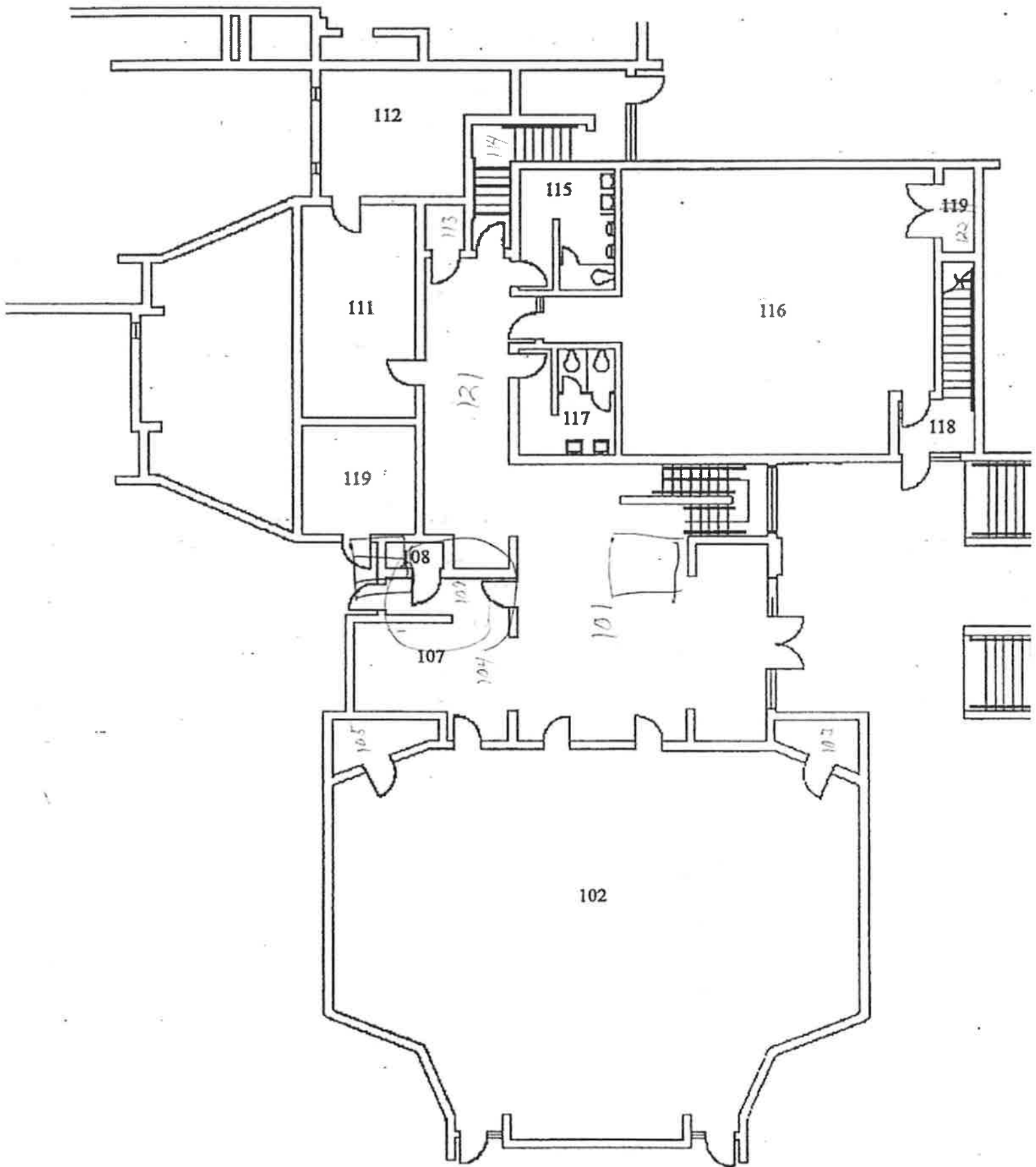
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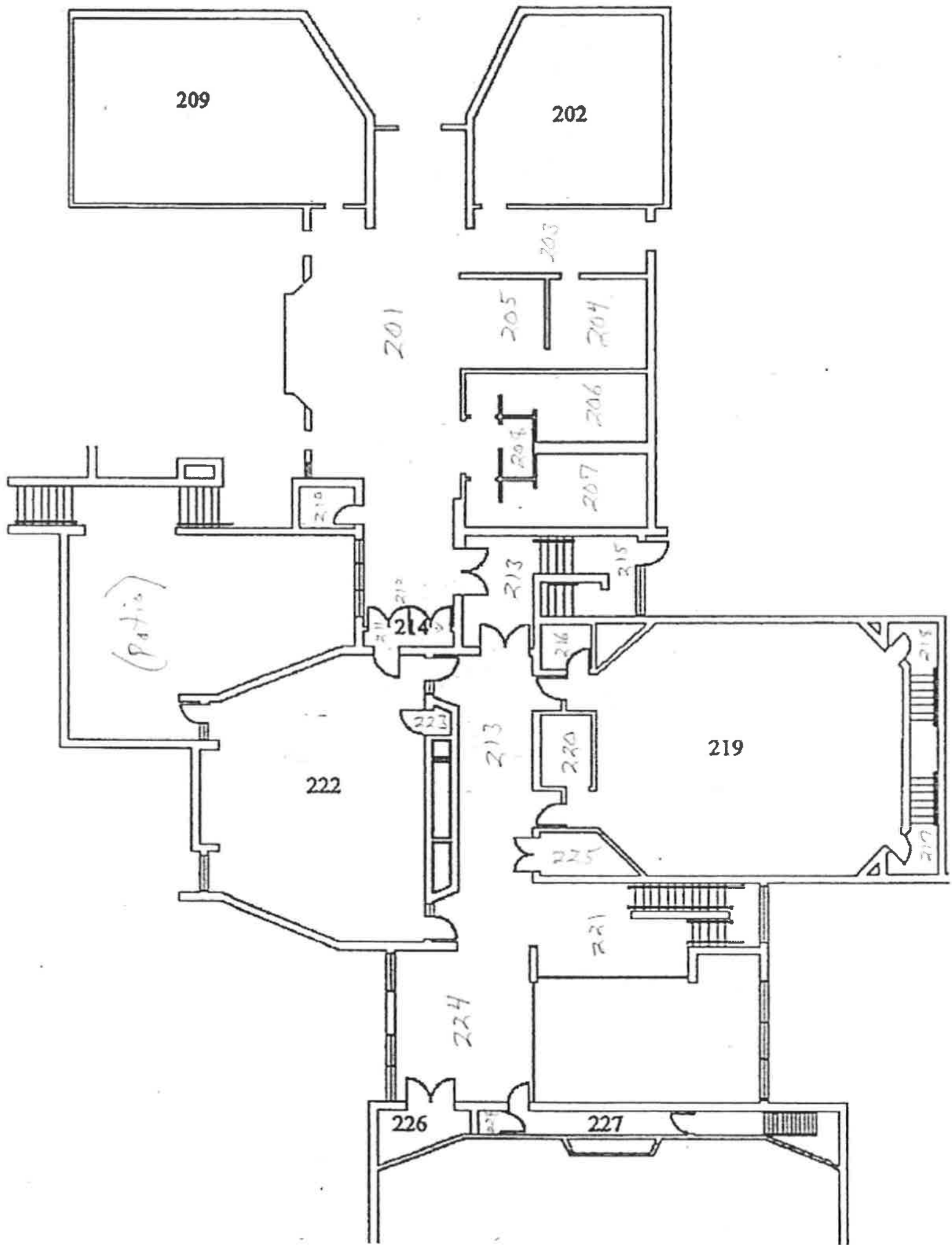




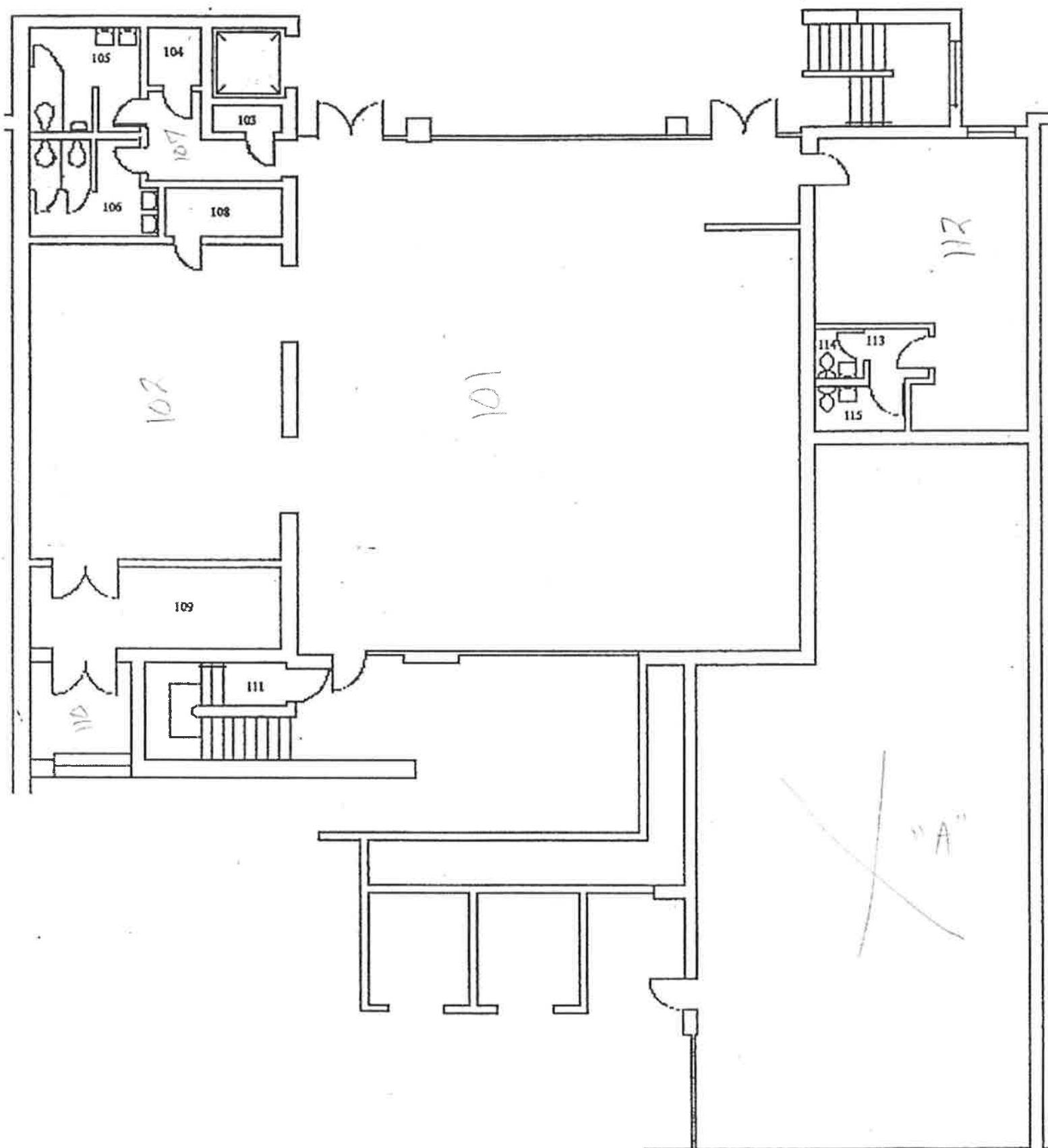
Building C

1st Floor



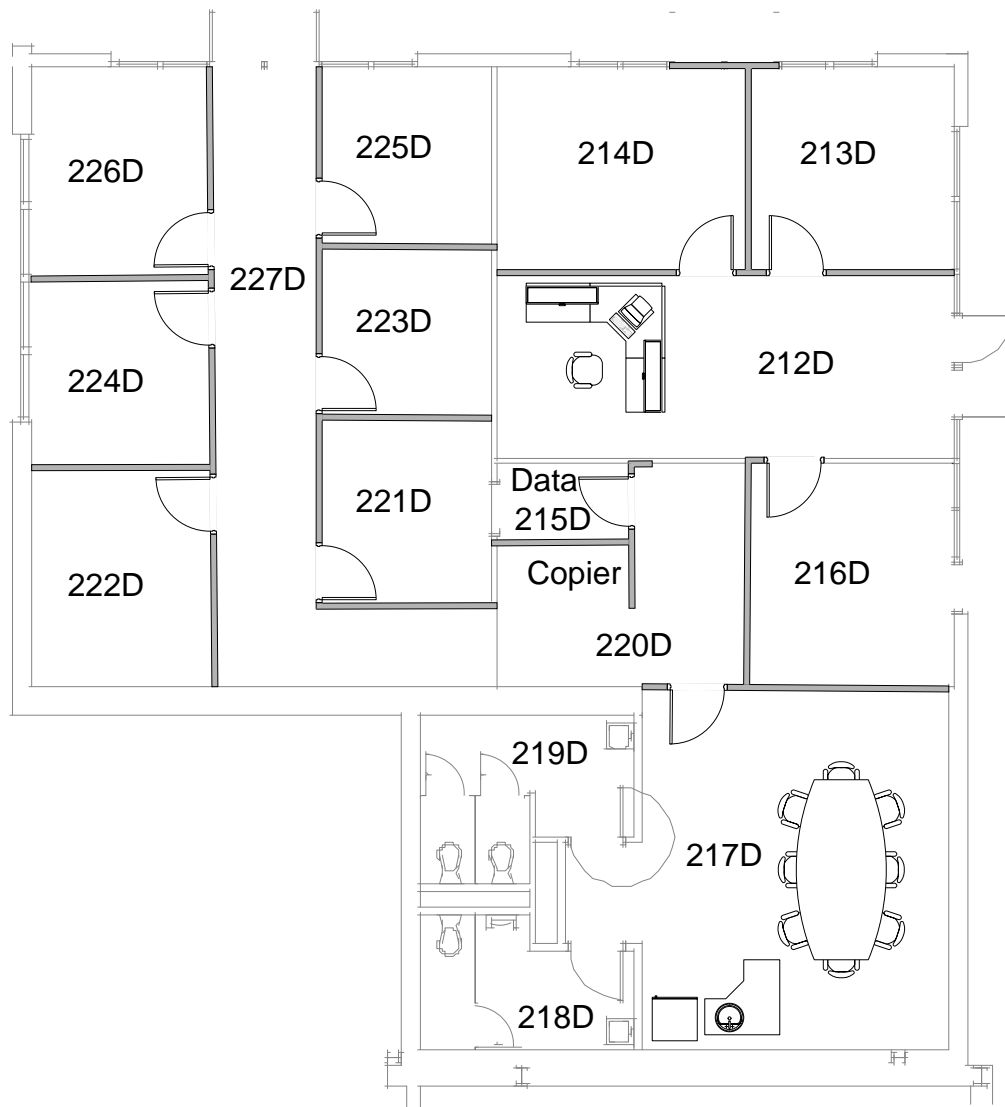


1st Floor

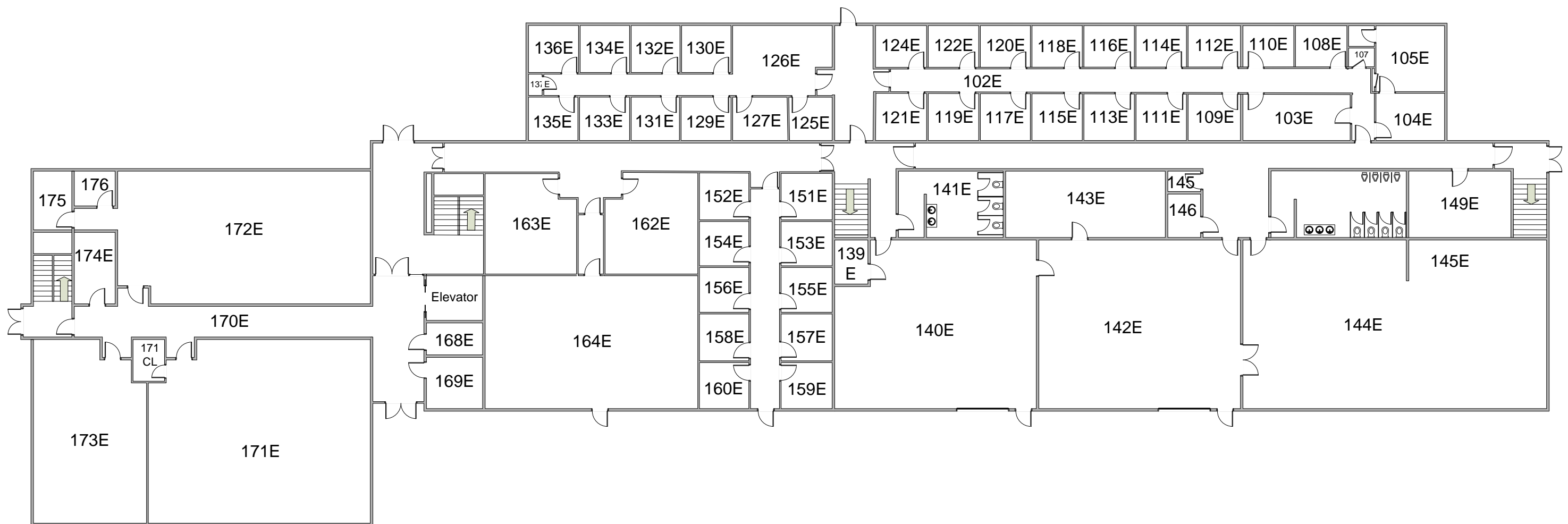


Piedmont Technical College

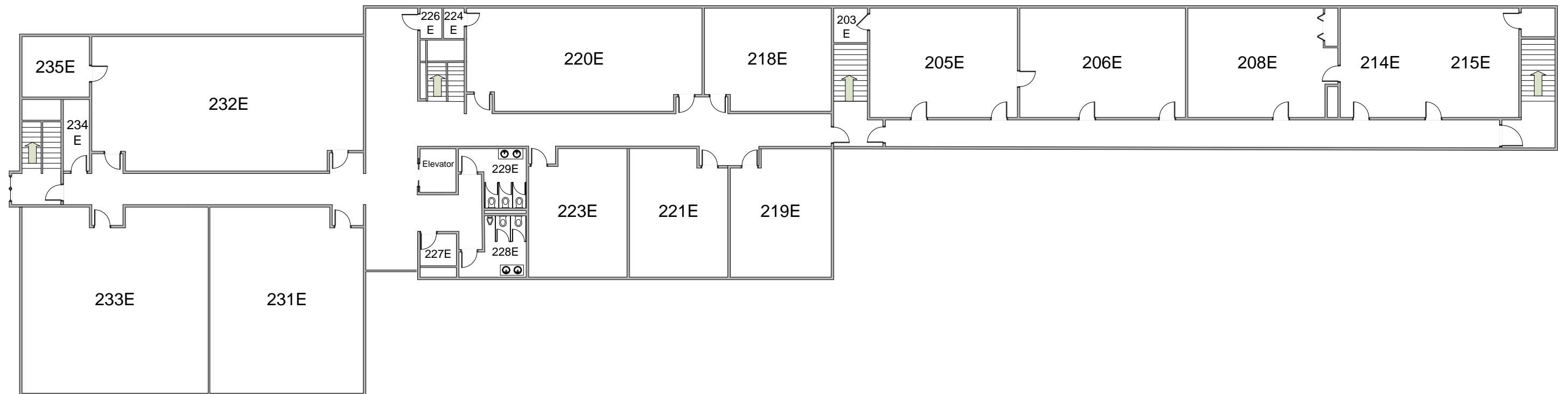
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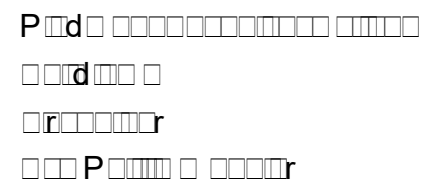
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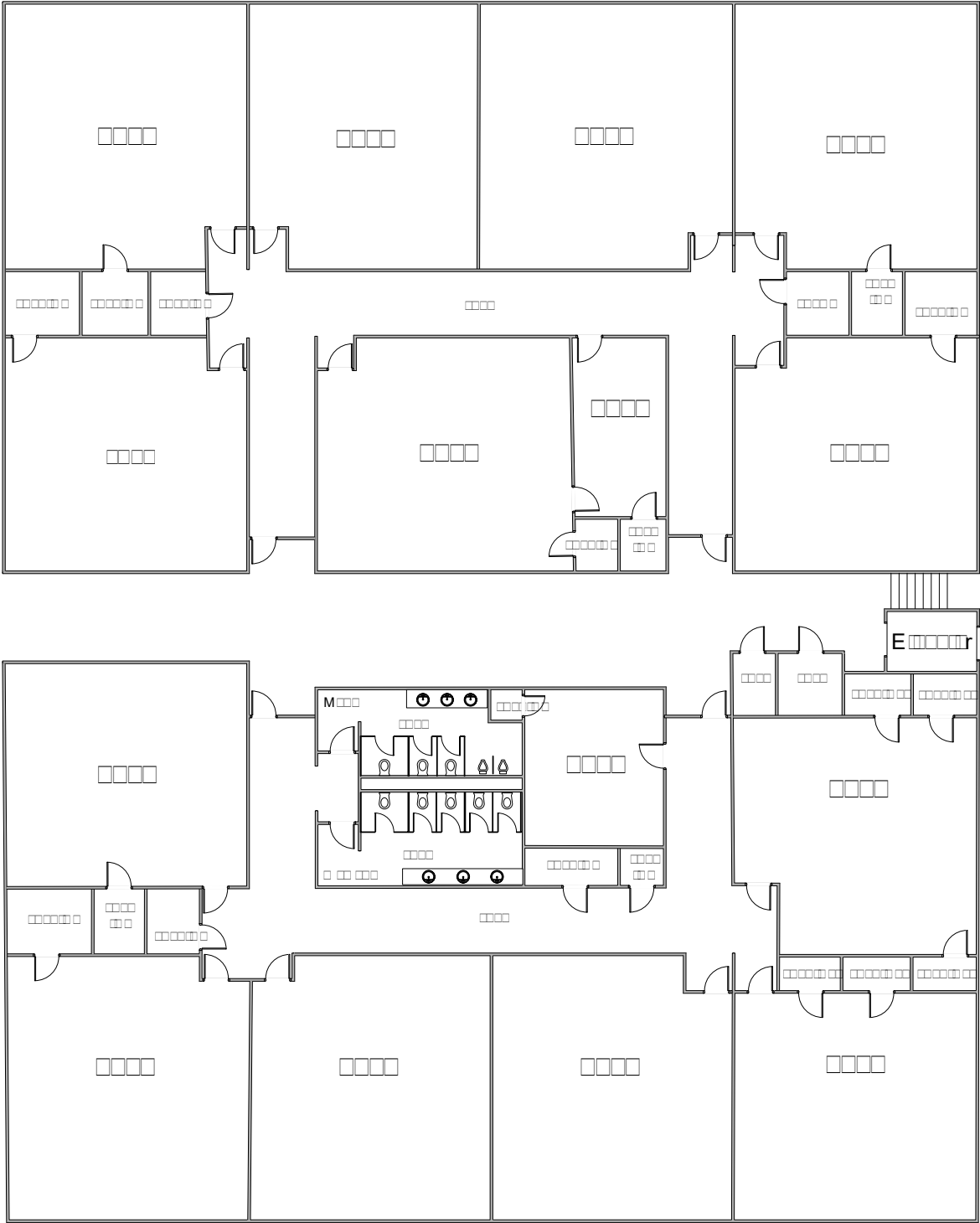


Piedmont Technical College
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Drawn By: Phil Wheeler
March 05, 2015
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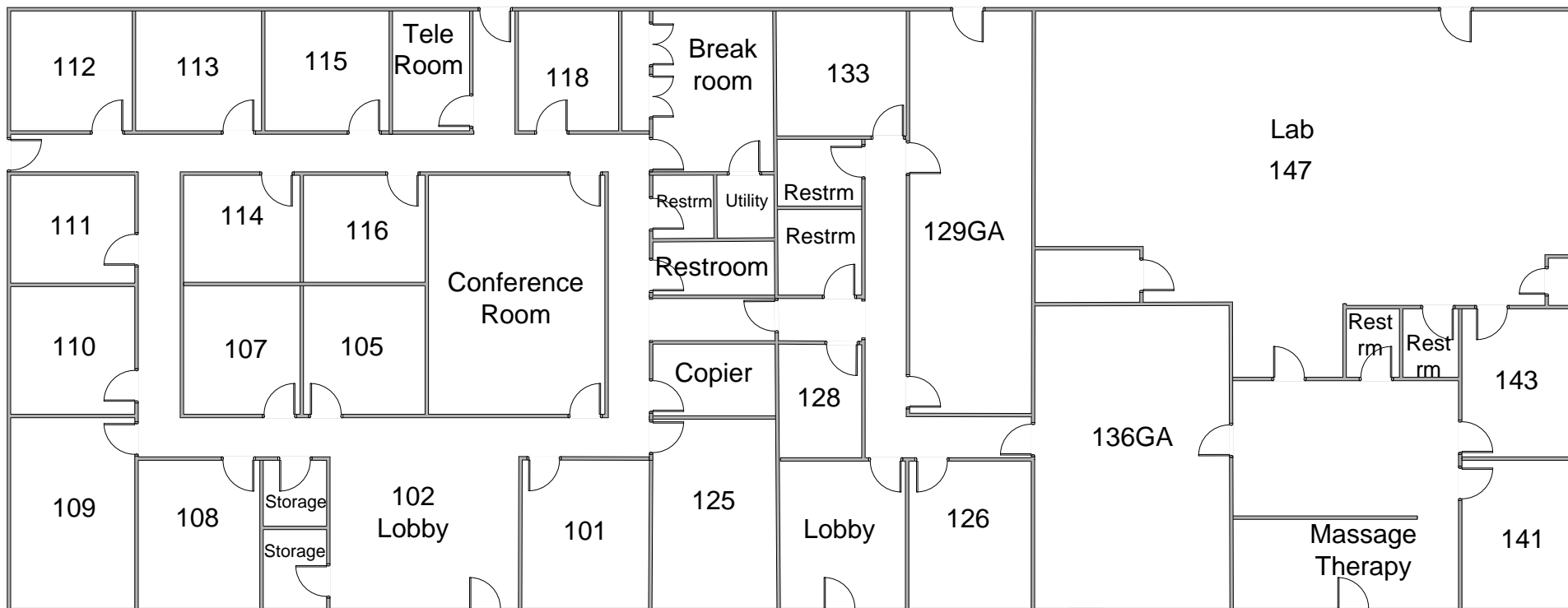


Piedmont Technical College
Building E – Second Floor
Drawn By: Phil Wheeler
March 05, 2015
Not to Scale



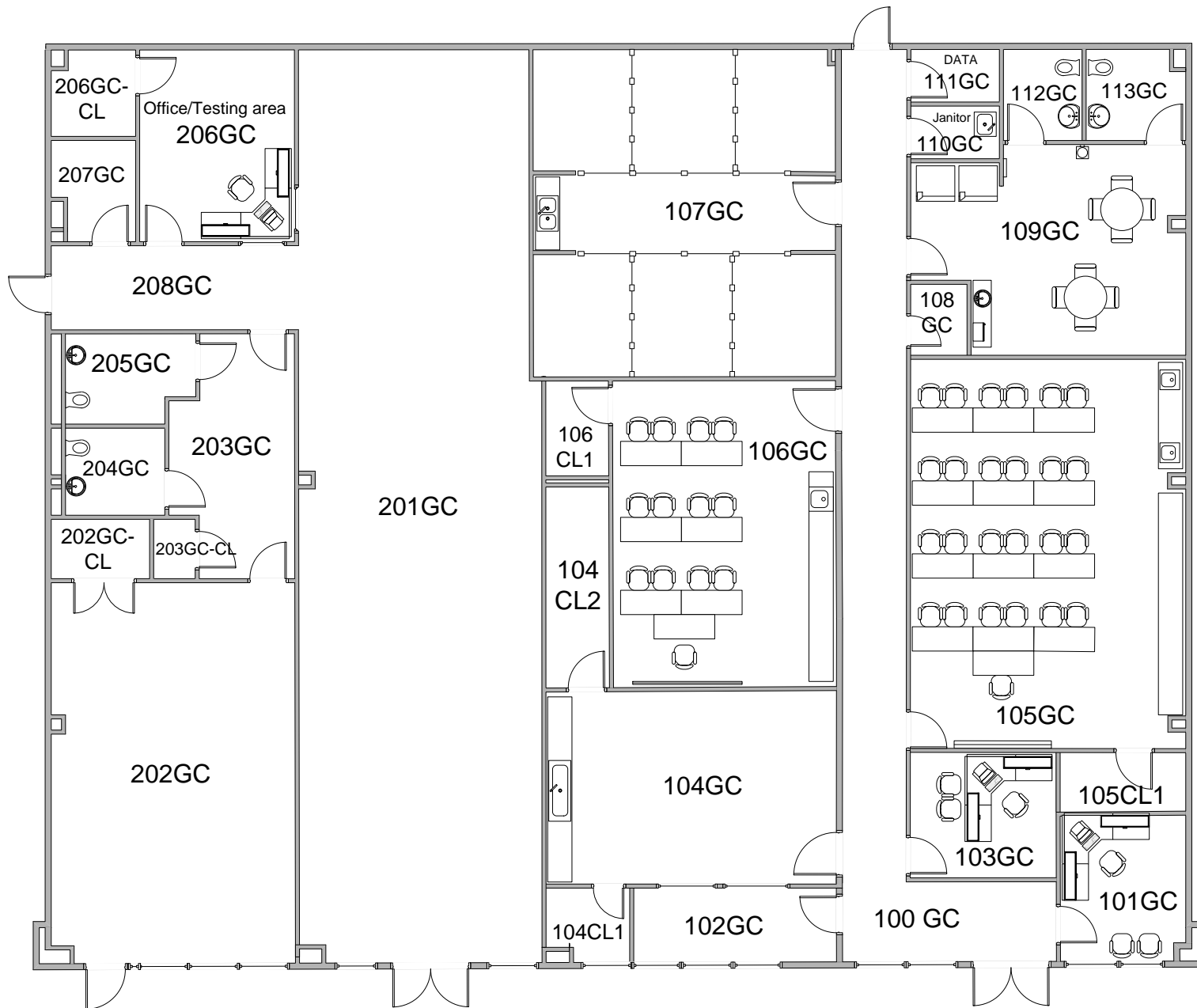


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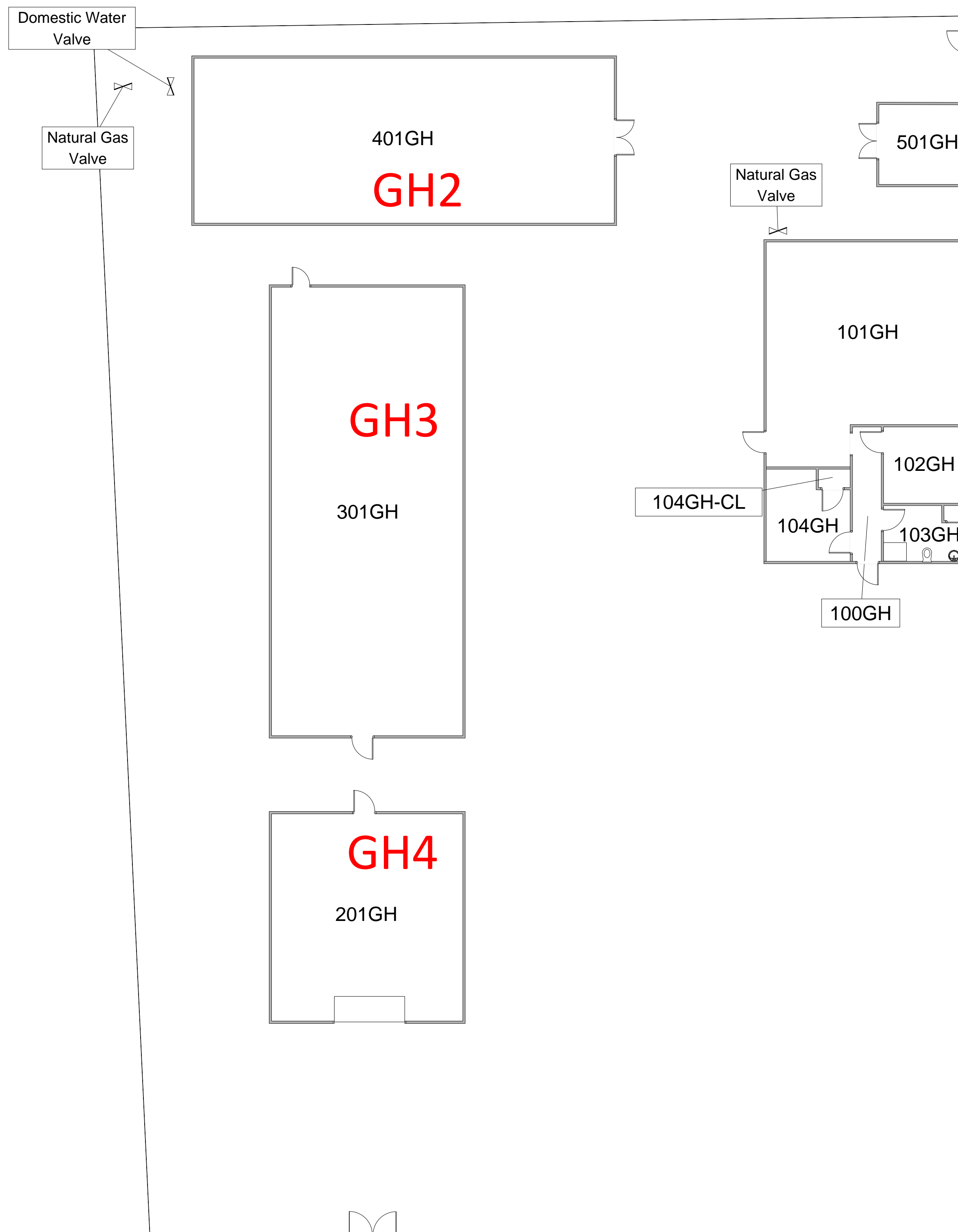


GA Building

April, 2012



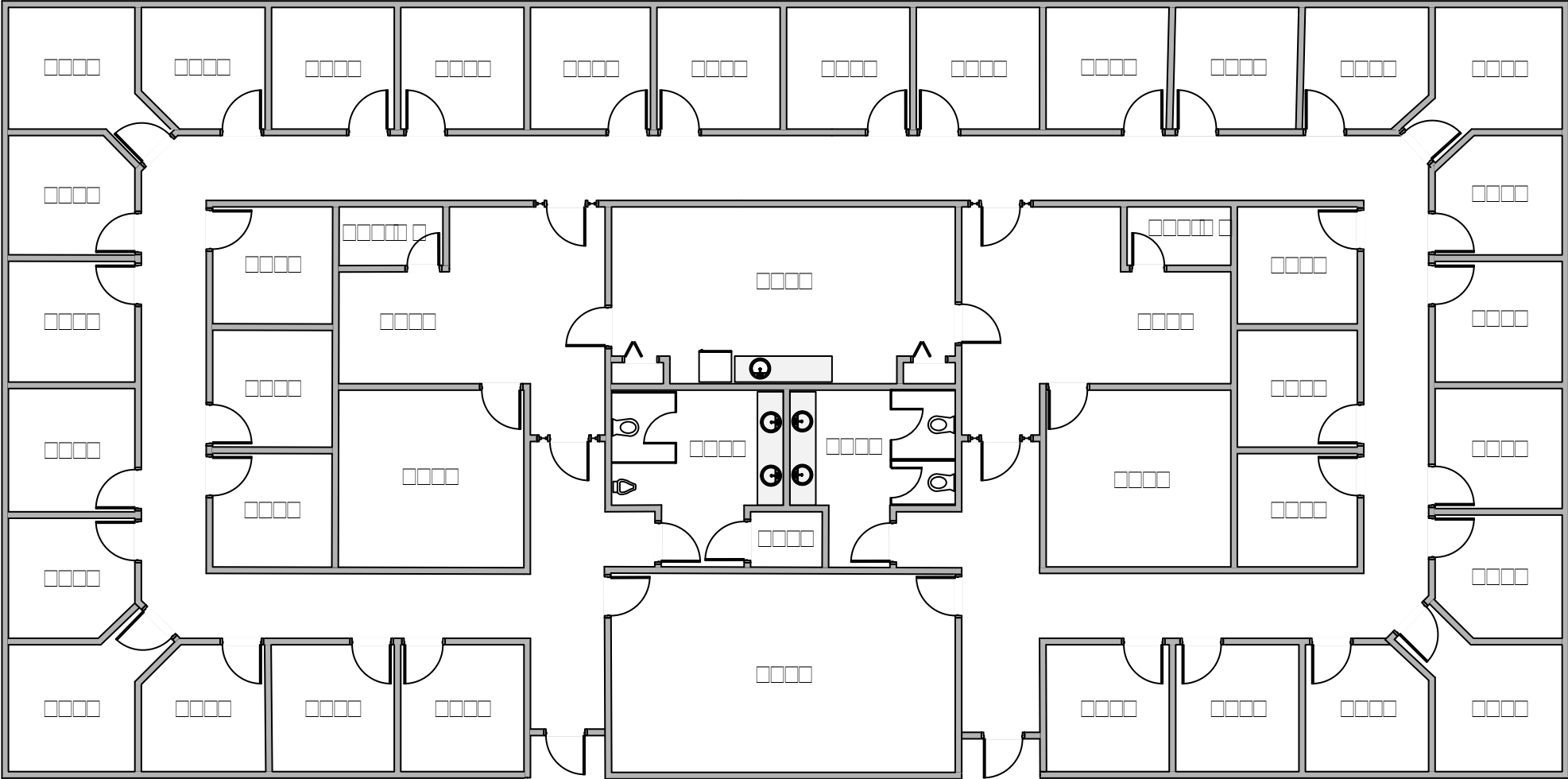
Piedmont Technical College
Building GC



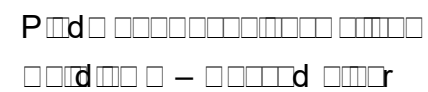
Piedmont Technical College
GH – Greenhouse area

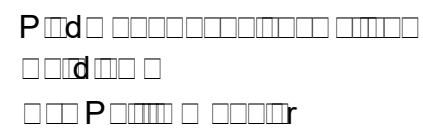


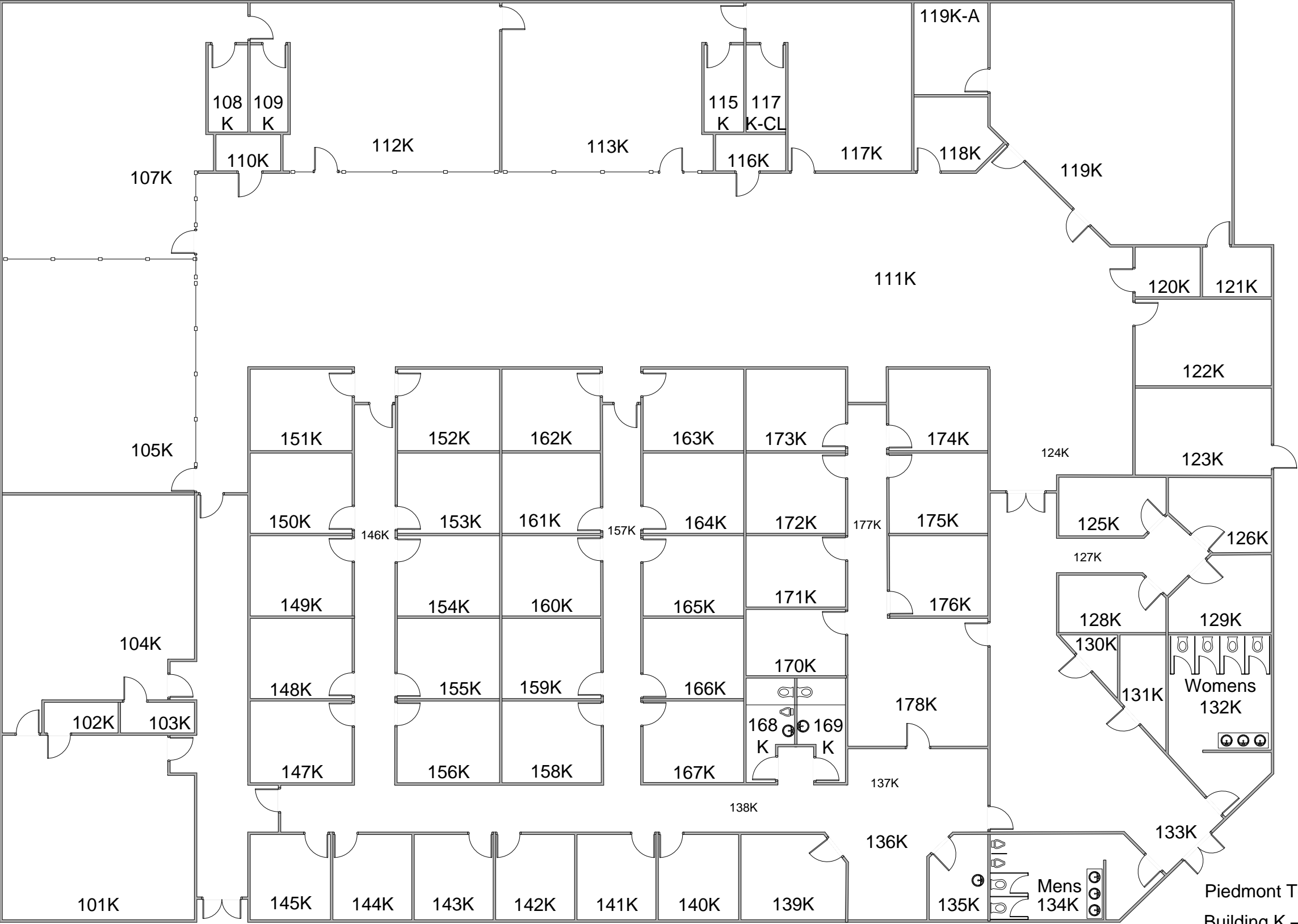
**Piedmont Technical College
Building GU – Greenwood Upstate**



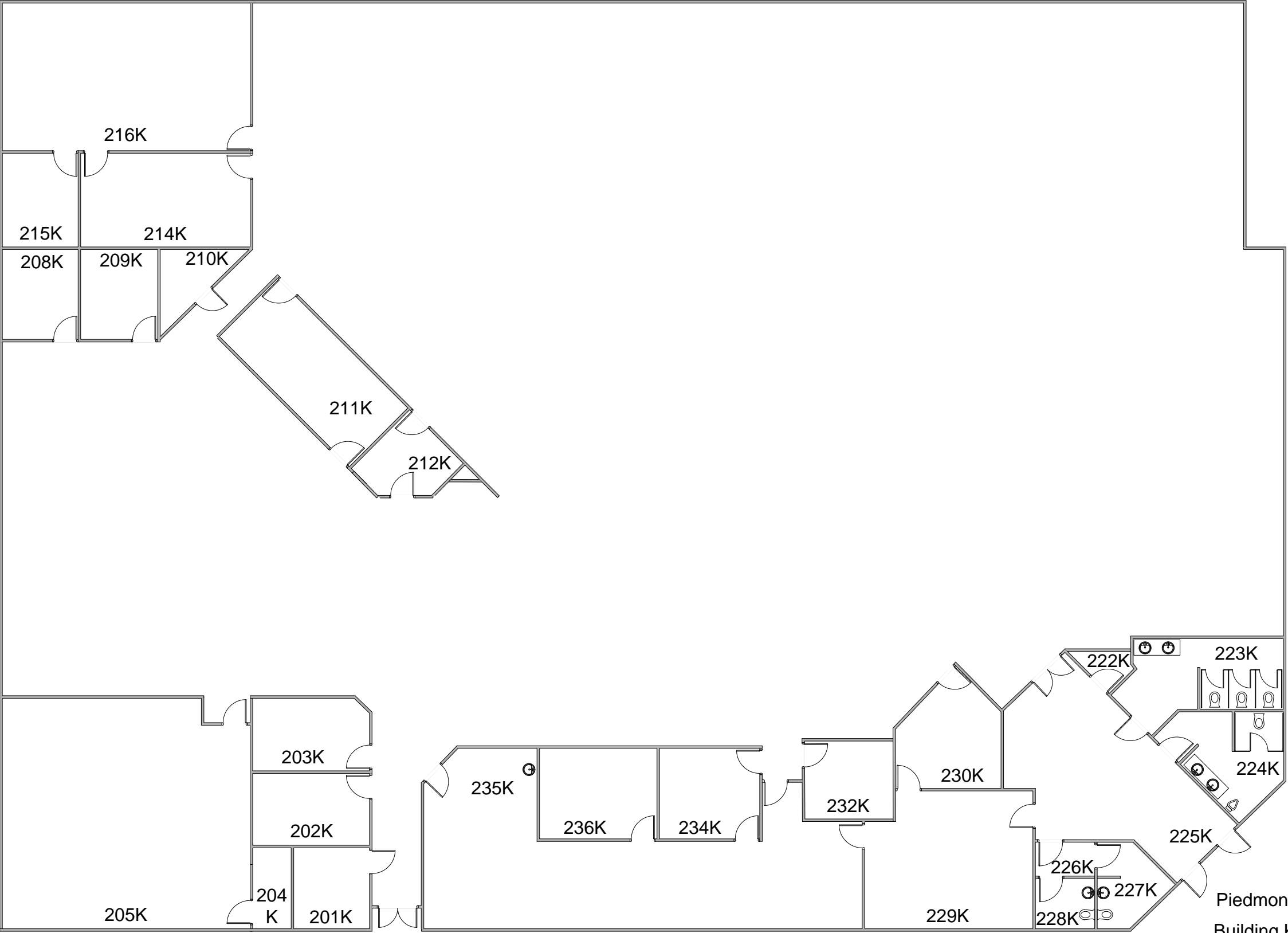
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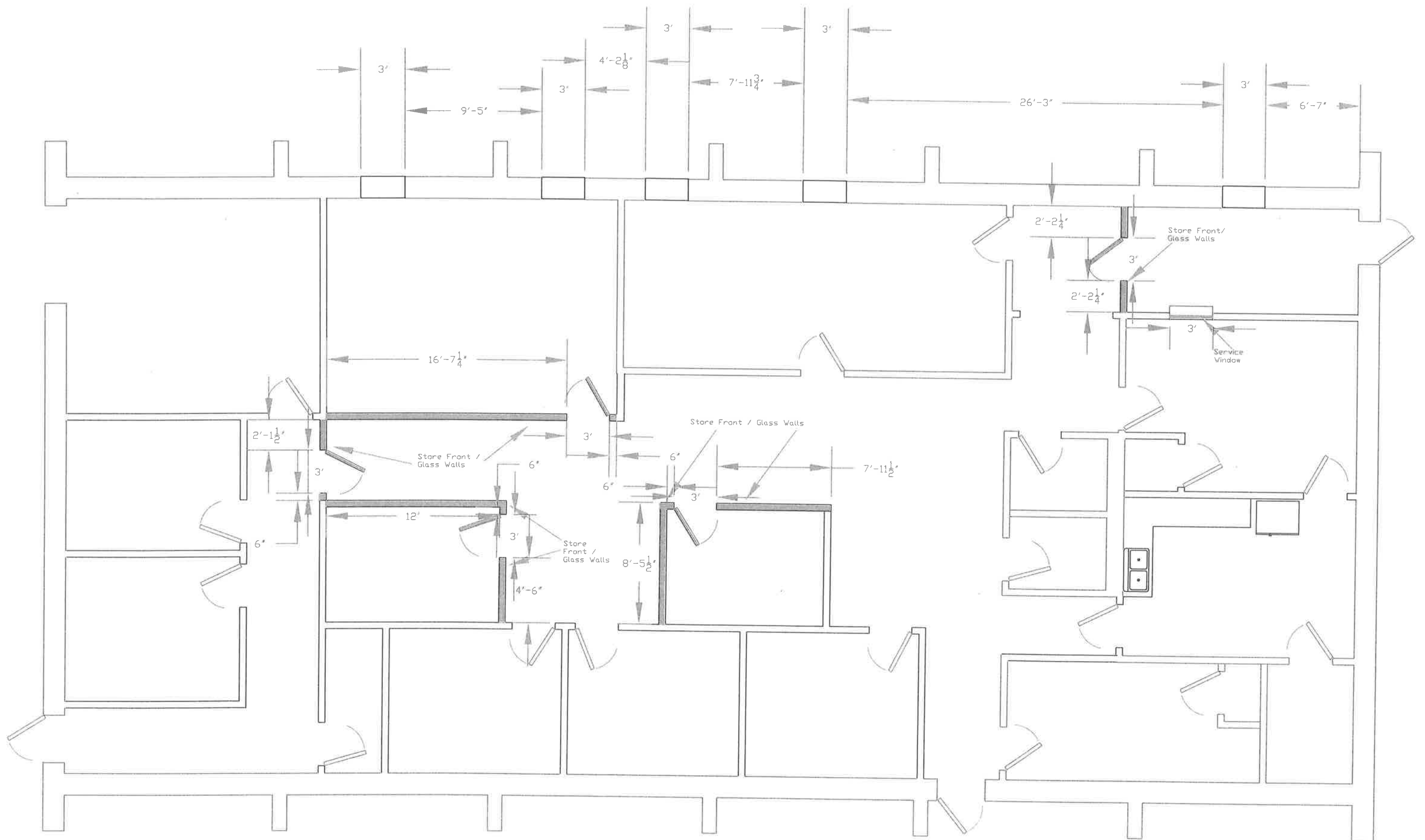




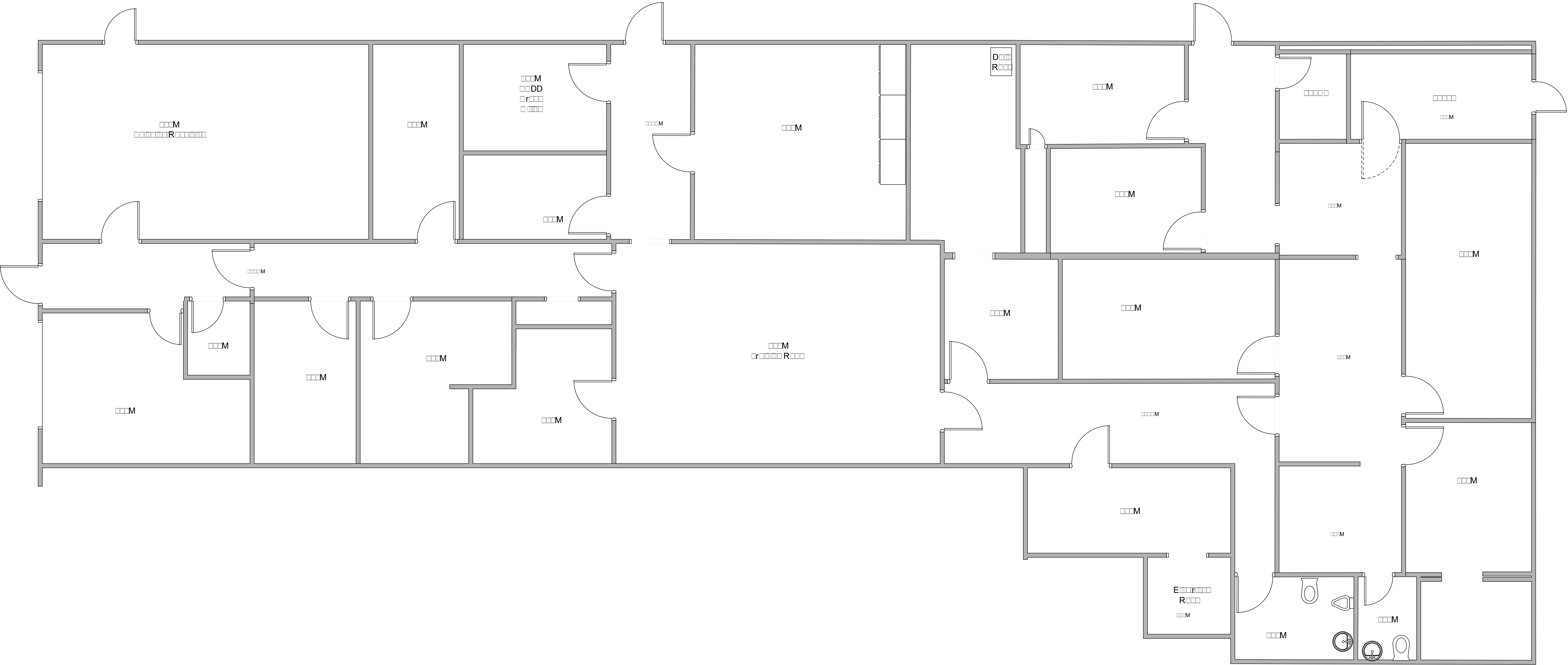
Piedmont Technical College
Building K – First Floor
Drawn By: Phil Wheeler
March 09, 2015
Not to Scale



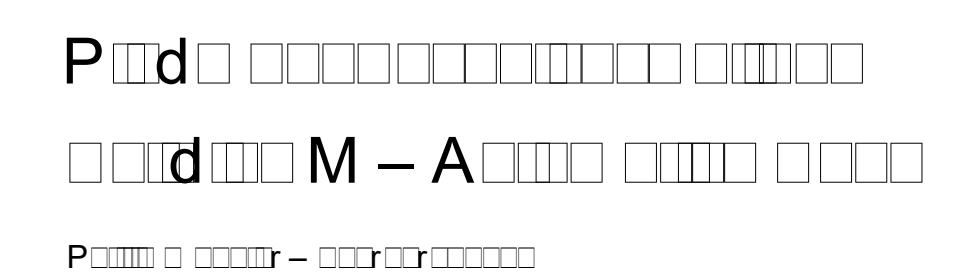
Piedmont Technical College
Building K – Second Floor
Drawn By: Phil Wheeler
March 09, 2015
Not to Scale

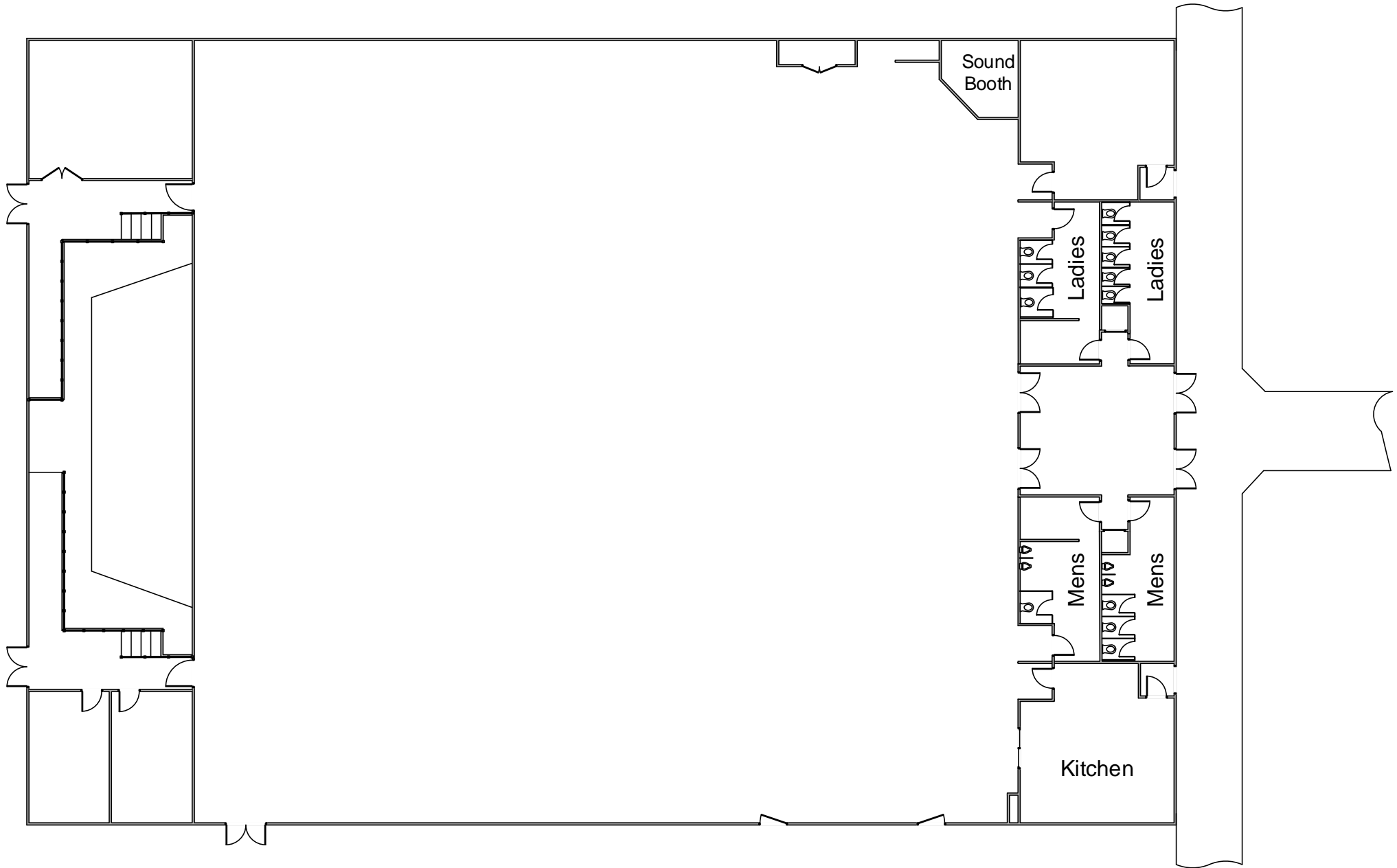


**Piedmont Technical College
Building L**

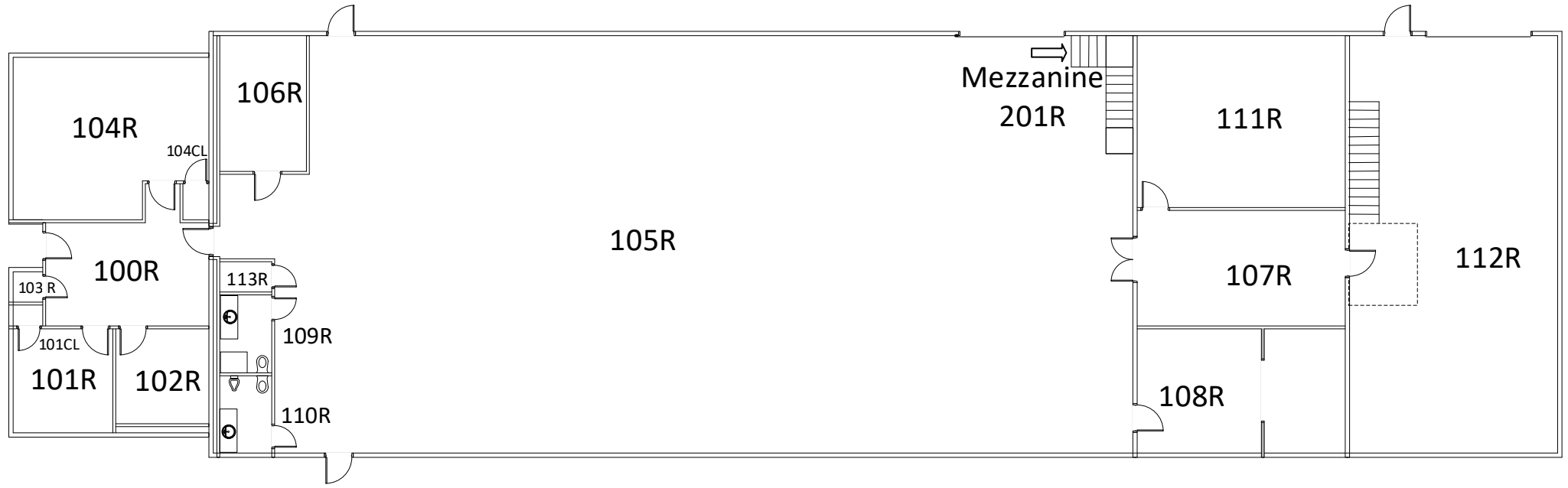
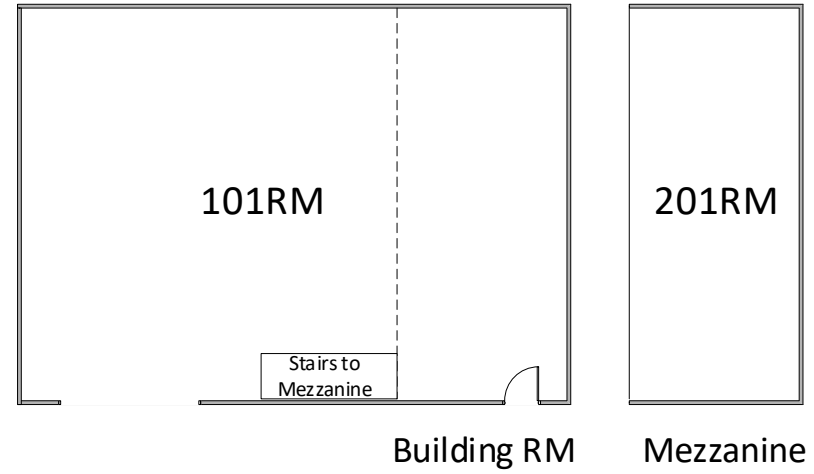


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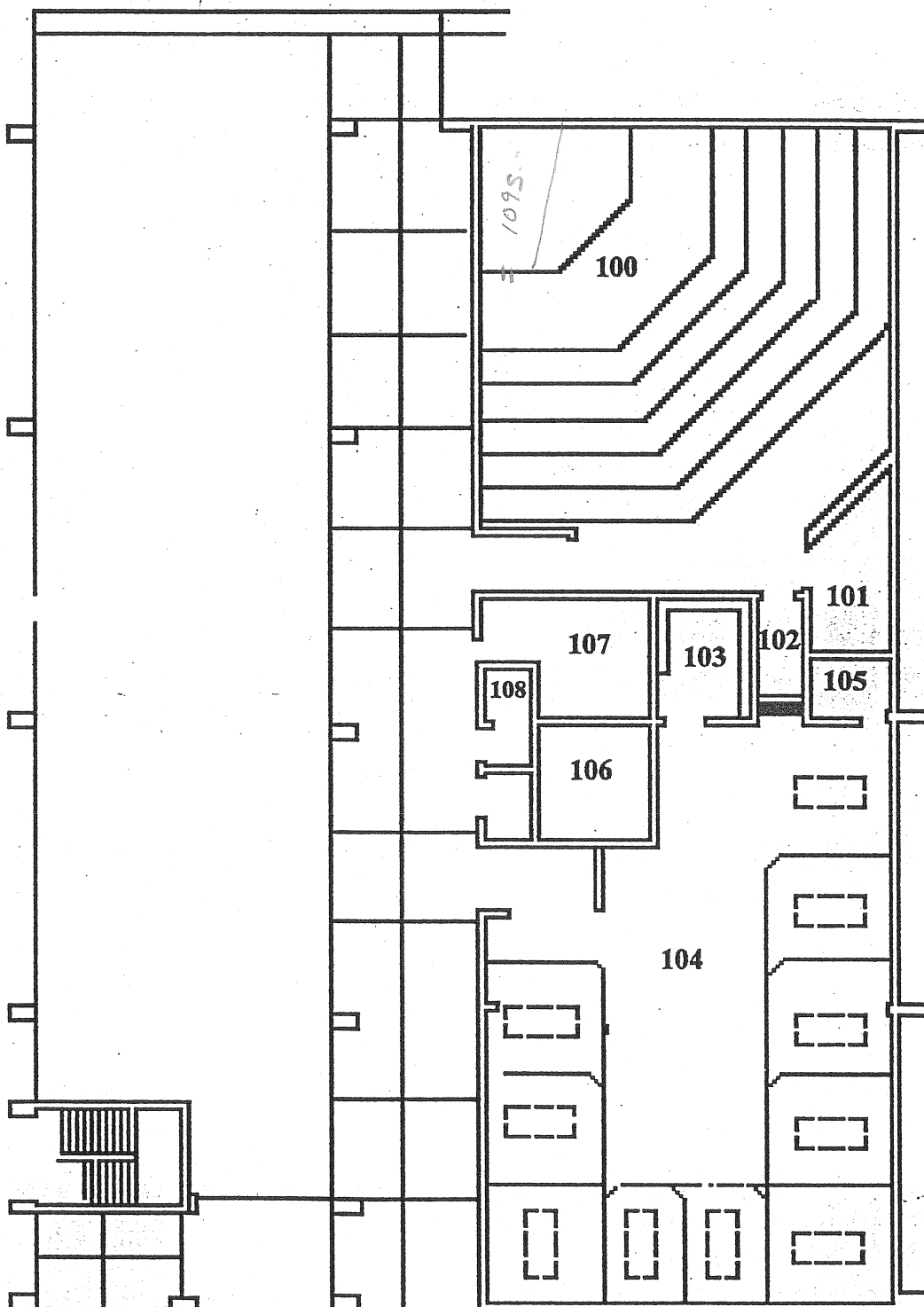


Building N
James Medford Family Event Center

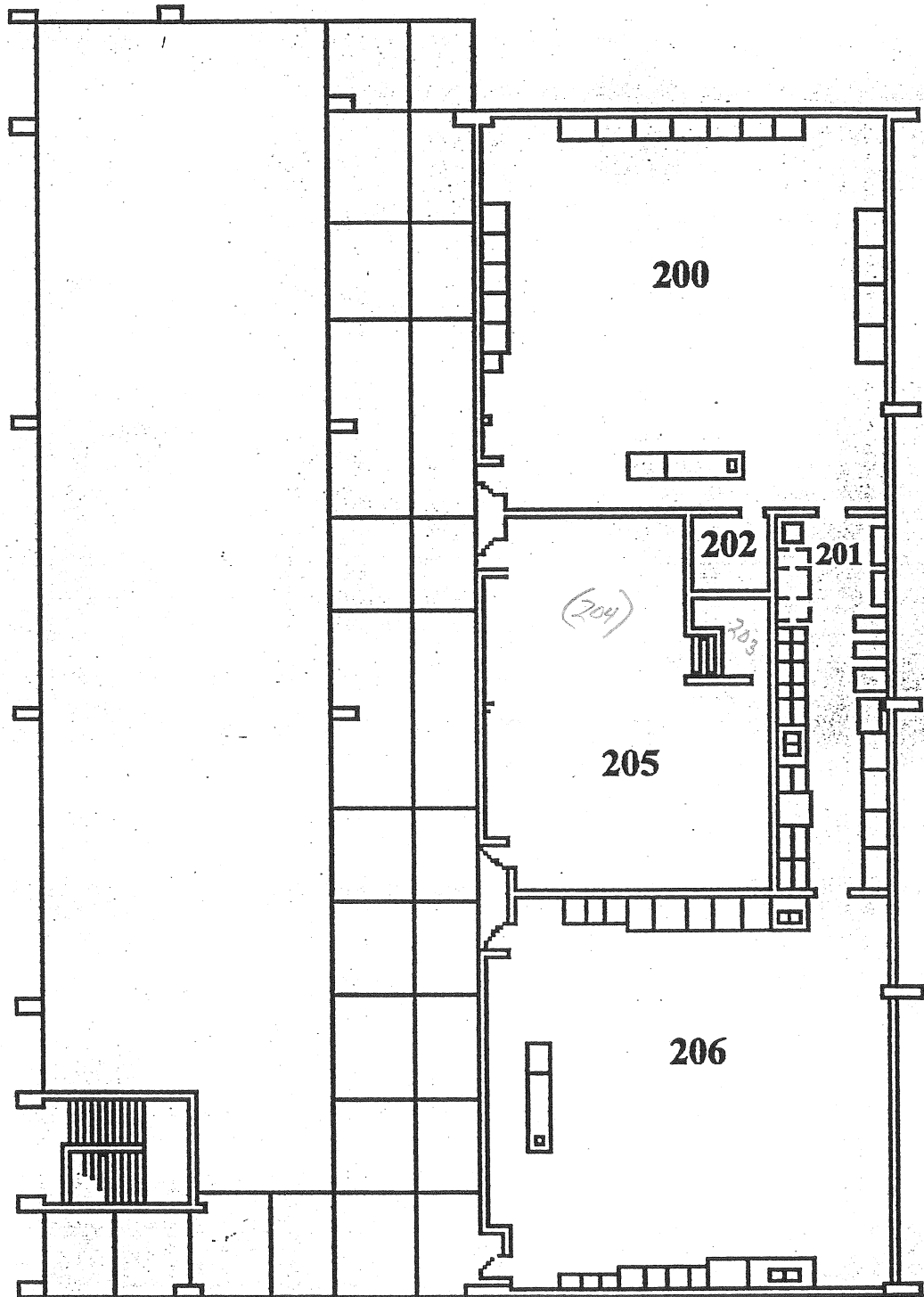


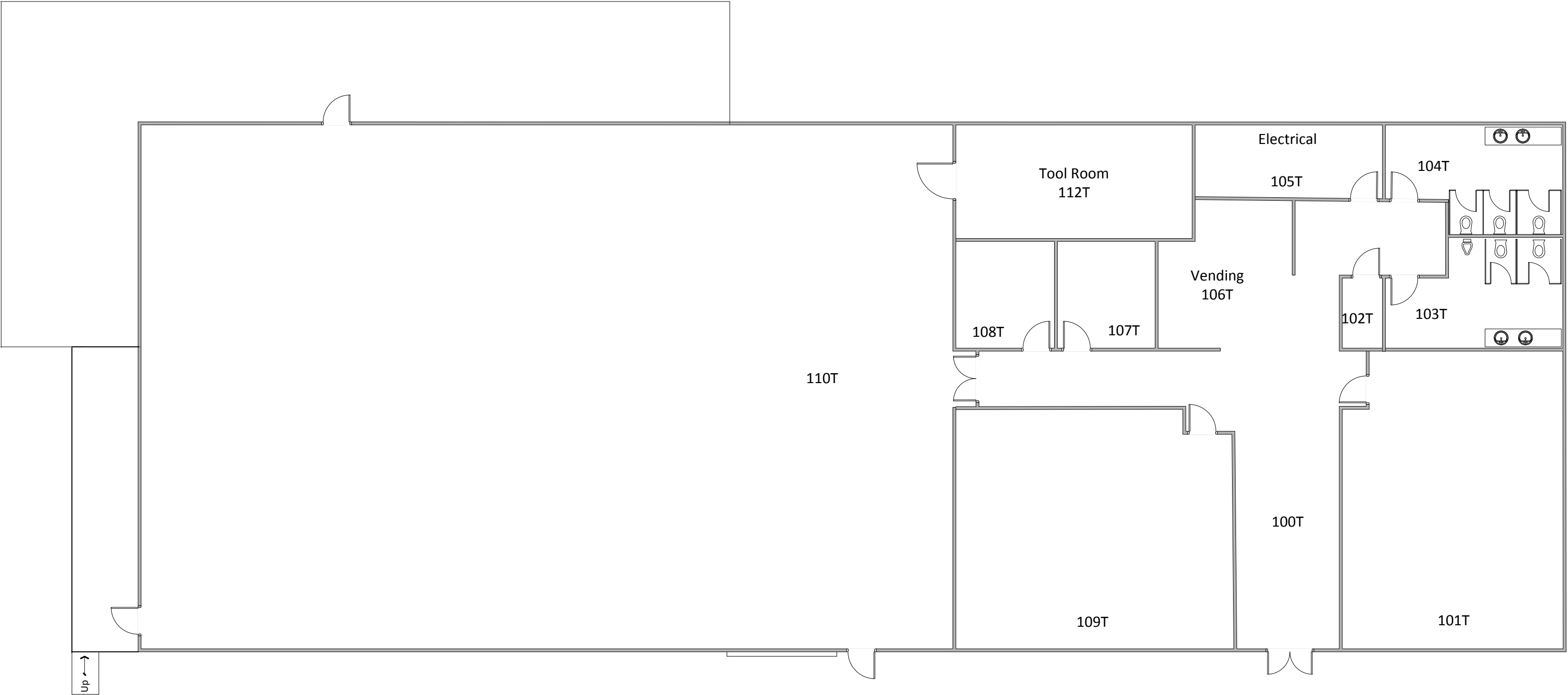
Piedmont Technical College
Building R

Building S 1st Floor



Building S Second Floor



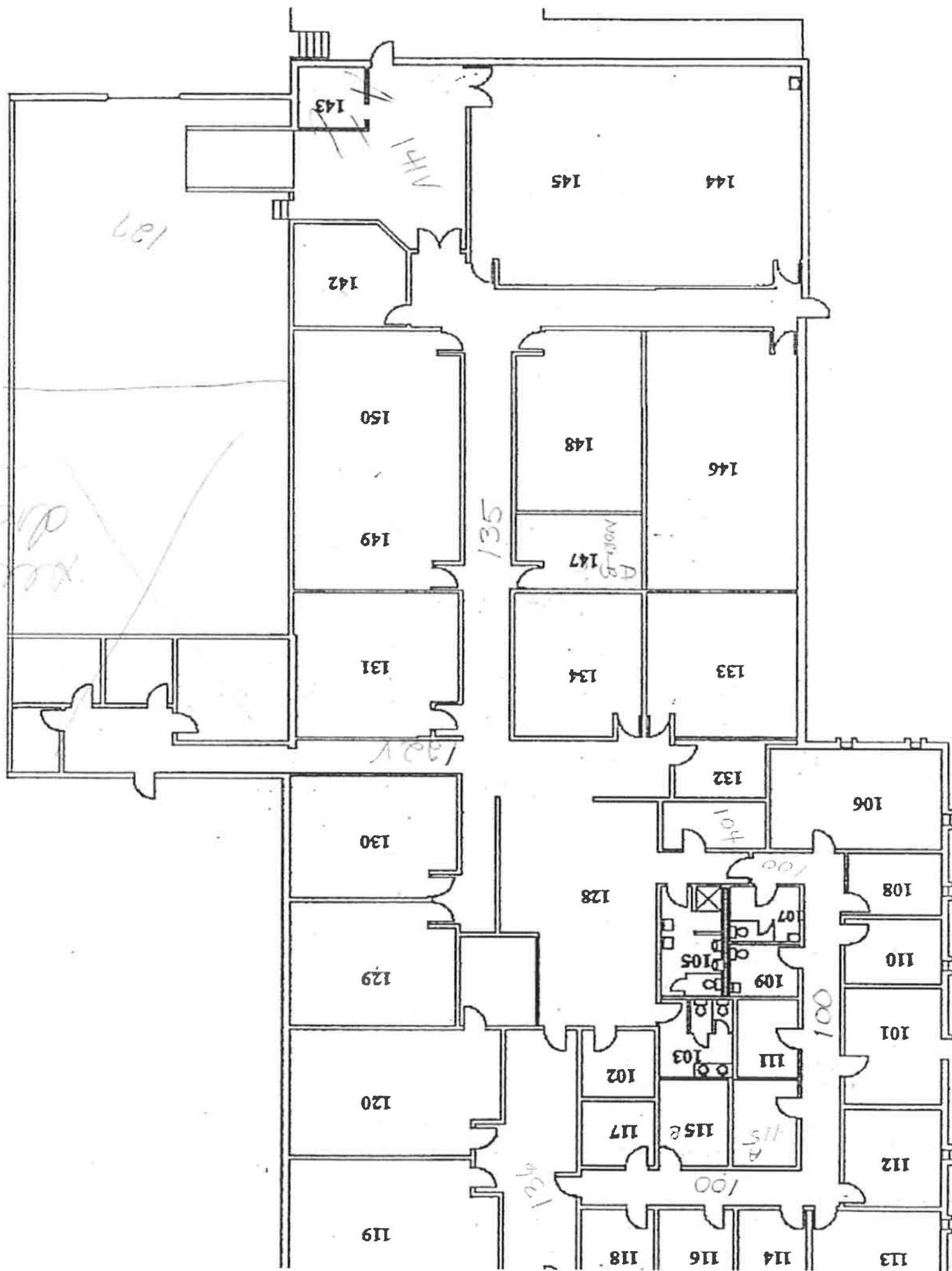


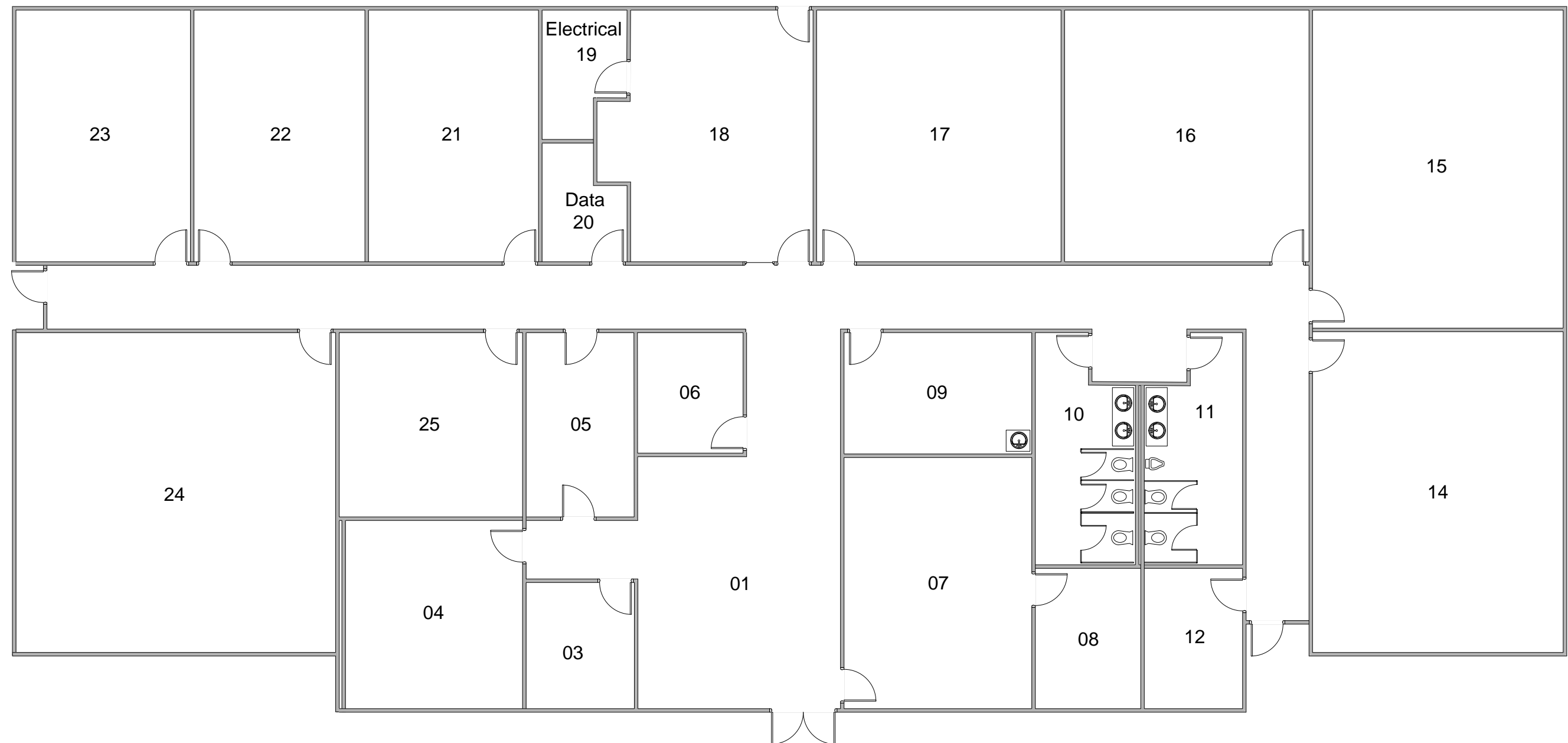
"T" Building

HVAC Training

September 2015

Not to Scale

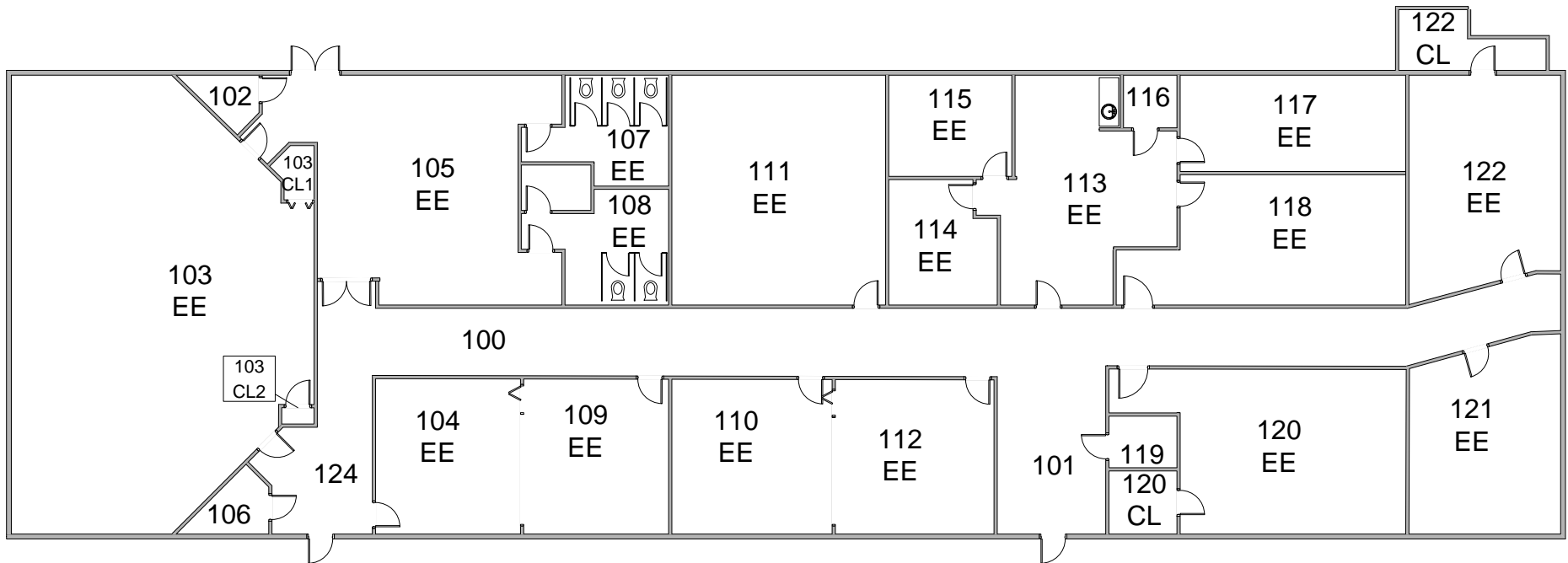




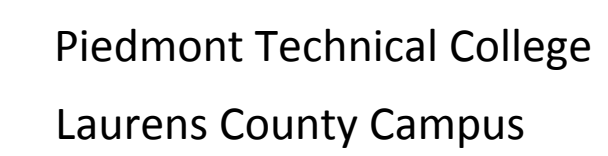
Piedmont Technical College

Abbeville Campus

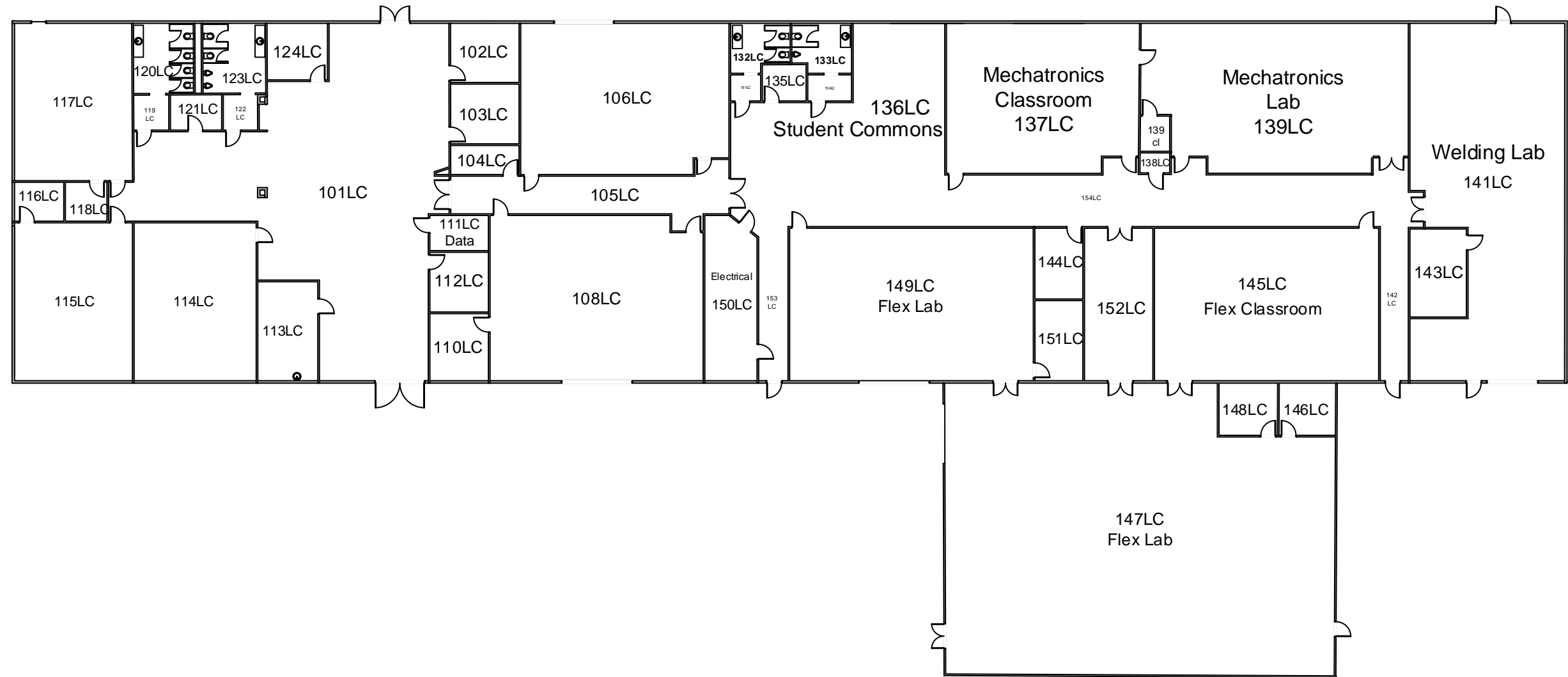
November 2013



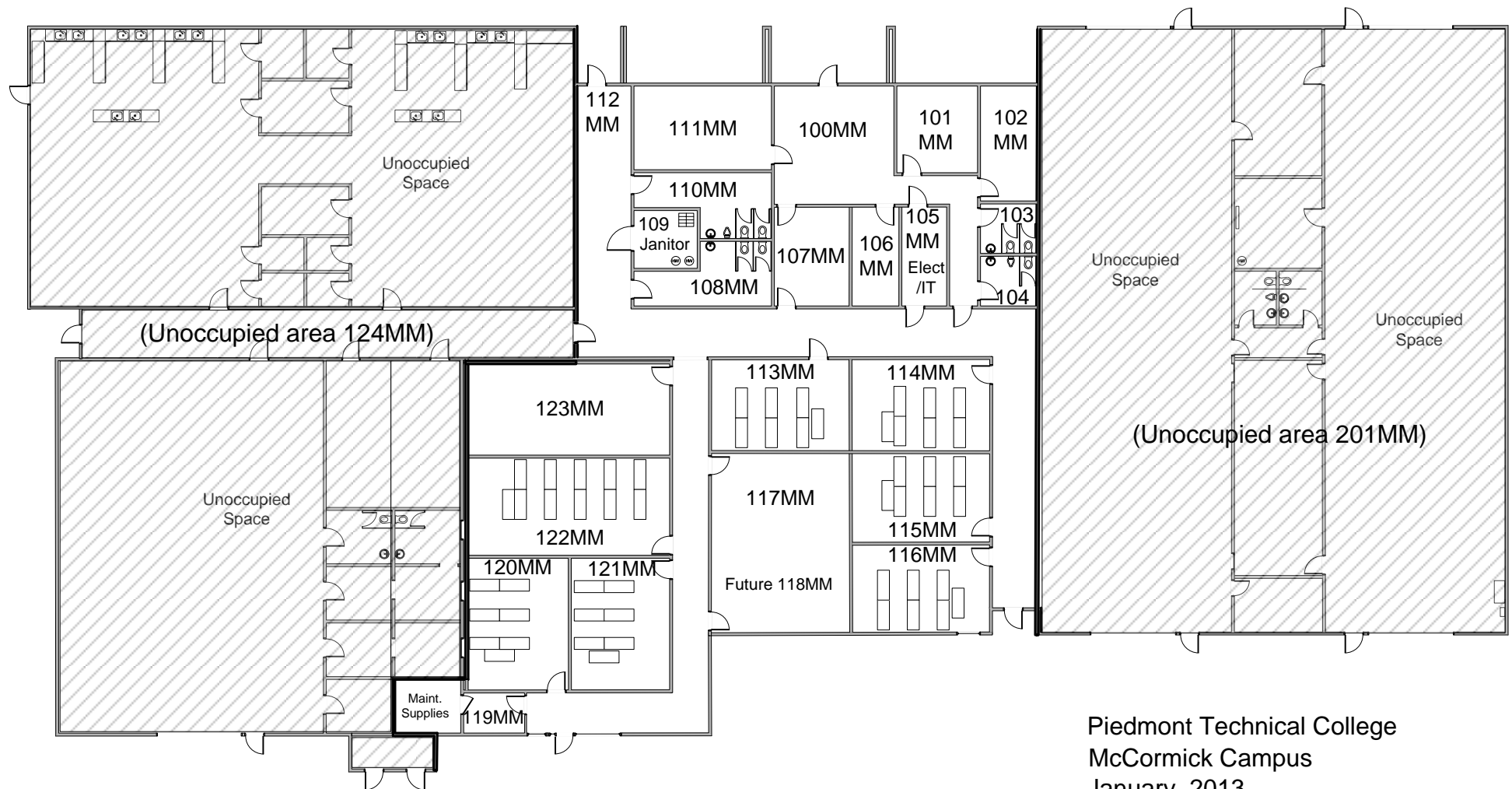
Piedmont Technical College
Edgefield County Center



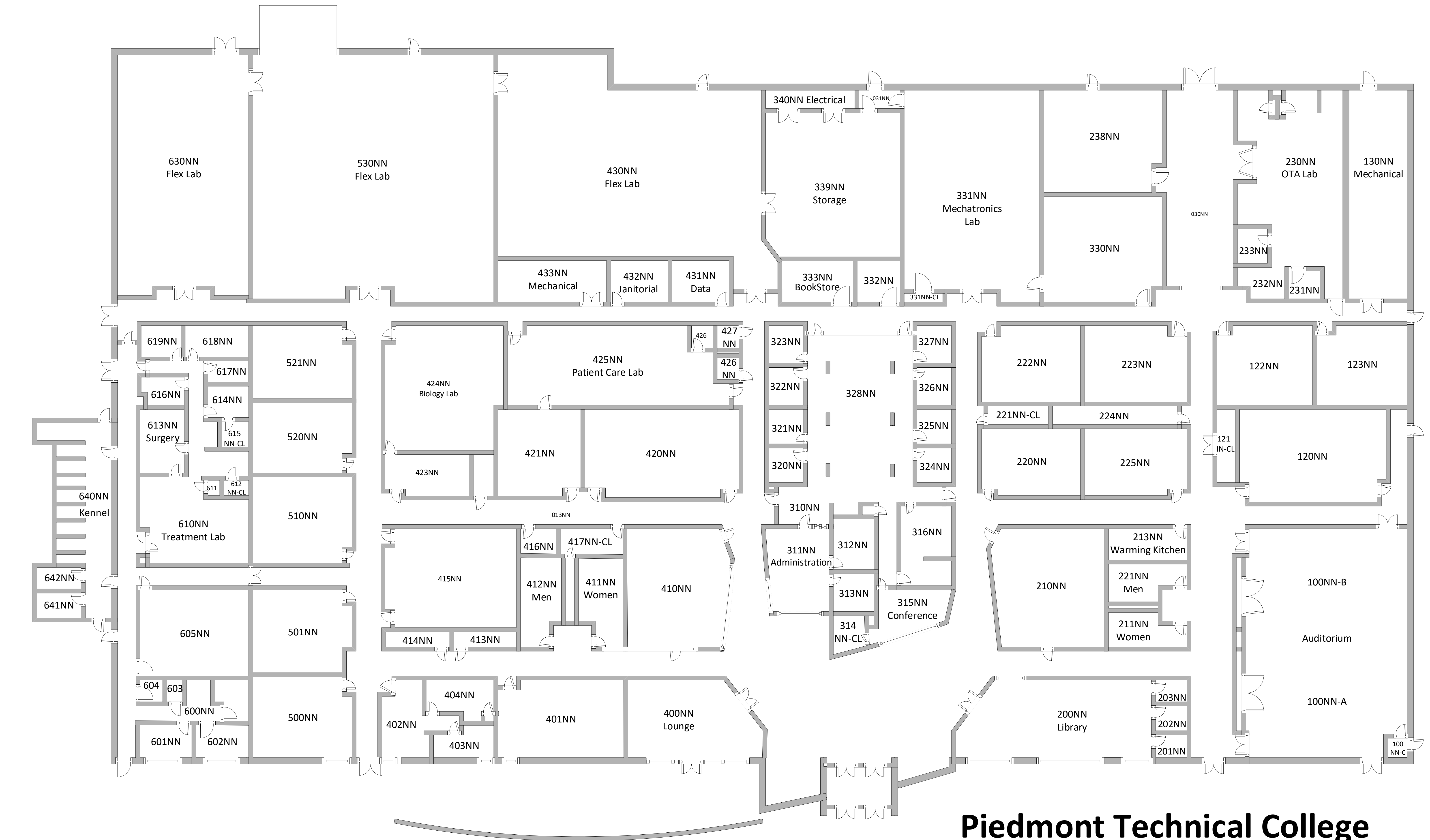
Piedmont Technical College
Laurens County Campus



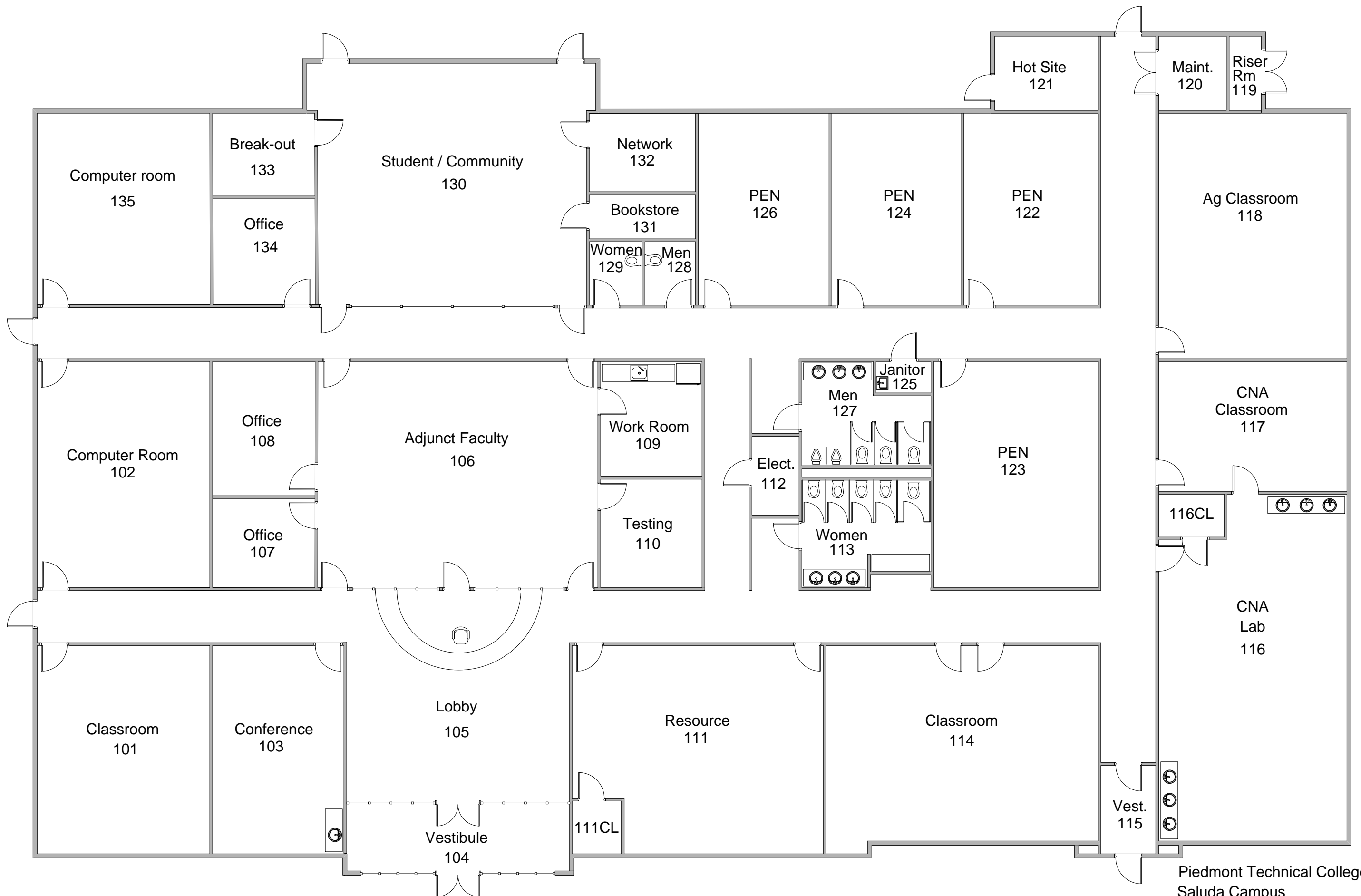
Piedmont Technical College
CAM
Laurens Center for Advanced Manufacturing
December, 2017

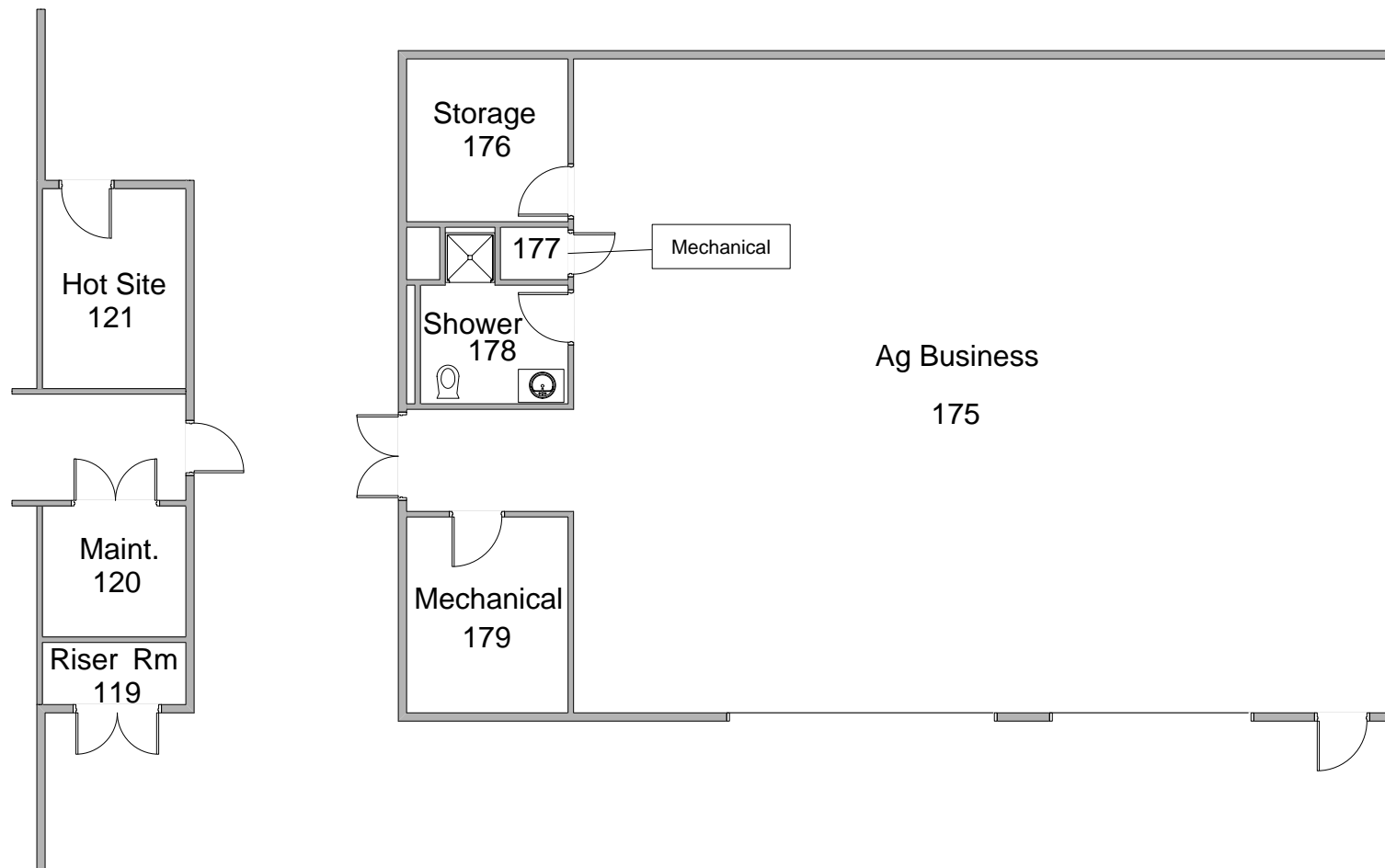


Piedmont Technical College
McCormick Campus
January, 2013



Piedmont Technical College
Newberry Campus
1922 Wilson Road





Piedmont Technical College
Saluda Campus
Agricultural Building
Constructed 2009

Schedule of Minimum Requirement for Routine Work - Appendix B (4 Pages)

Classroom / All Labs - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Clean Chalk/White Board	X								
Empty Trash, Pencil Sharpeners, and Recycling Receptacles	X								
Clean and Sanitize Trash Receptacles						X			
Spot Clean Walls and Doors		X							
Spot Mop Tile Floors and Spot Clean Carpets			X						
Vaccum, Sweep, and Mop Floors		X							
Clean and Dust Surfaces Below 8ft. From Top of Floor				X					
Clean and Dust Surfaces Above 8ft. From Top of Floor						X			
Clean Glass (Doors and Windows) - Interior					X				
Clean Glass (Doors and Windows) - Exterior						X			
Arrange Desks and Chairs in an Orderly Fashion				X					
Clean Upholstery								X	
Clean Carpet (encapsulation)								X	
Extract Carpet									X
Spot Clean	X								
VCT - Strip and Refinish									X
VCT - Top Scrub and Refinish								X	
VCT - Scrub and Burnish						X			
LVT - Scrub				X					
Dust HVAC Return Vent or Units (If Applicable)						X			
Breakrooms / Kitchenettes / Vending / Cafeteria - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Empty Trash, Pencil Sharpeners, and Recycling Receptacles	X								
Clean and Sanitize Trash Receptacles						X			
Spot Clean Walls and Doors		X							
Spot Mop Tile Floors and Spot Clean Carpets			X						
Vaccum, Sweep, and Mop Floors		X							
Clean and Dust Surfaces Below 8ft. From Top of Floor				X					
Clean and Dust Surfaces Above 8ft. From Top of Floor						X			
Clean Glass (Doors and Windows) - Interior					X				
Clean Glass (Doors and Windows) - Exterior						X			
Arrange Tables and Chairs				X					
Clean Upholstery								X	
Clean Carpet (encapsulation)								X	
Extract Carpet									X
Spot Clean	X								
VCT - Strip and Refinish									X
VCT - Top Scrub and Refinish								X	
VCT - Scrub and Burnish						X			
LVT - Scrub				X					
Dust HVAC Return Vent or Units (If Applicable)						X			
Entrances - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Vacuum, Sweep and Mop	X								
Treat Spots	X								
Clean Handrails	X								
Remove Debris within 30ft. of Entrance Door	X								
Empty Trash	X								
Clean and Dust Surfaces Below 8ft. From Top of Floor	X								
Clean and Dust Surfaces Above 8ft. From Top of Floor						X			

VCT - Top Scrub and Refinish								X	
VCT - Scrub and Burnish						X			
LVT - Scrub				X					
Dust HVAC Return Vent or Units (If Applicable)						X			
Restrooms - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Empty Trash	X								
Clean and Sanitize Trash Receptacles					X				
Clean and Sanitize Sanitary Product Receptacles	X								
Clean and Sanitize Sinks, Toilets, Urinals, and Vanities	X								
Refill Soap, Paper Towel, and Toilet Paper Dispensers	X								
Sweep, Mop, and Sanitize Floors	X								
Spot Clean Walls, Doors, and Partitions				X					
Clean and Dust Surfaces Below 8ft. From Top of Floor	X								
Clean and Dust Surfaces Above 8ft. From Top of Floor						X			
Clean and Sanitize Floor Drains				X					
Kaivac Machine Clean (Excludes McCormick and Edgefield Campuses)				X					
Machine Scrub Floor								X	
Dust HVAC Return Vent or Units (If Applicable)						X			
Elevators - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Clean, Polish, Sanitize Stainless and Contact Surfaces	X								
Clean Door Tracks				X					
Vacuum Floor or Mop Tile	X								
Offices - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Empty Trash and Recycling Receptacles	X								
Clean and Sanitize Trash Receptacles						X			
Spot Clean Walls and Doors		X							
Vacuum Floors				X					
Clean and Dust Surfaces Below 8ft. From Top of Floor				X					
Clean and Dust Surfaces Above 8ft. From Top of Floor						X			
Dust HVAC Return Vent or Units (If Applicable)				X					
Clean Carpet (encapsulation)								X	
Extract Carpet									X
Spot Clean	X								
VCT - Strip and Refinish									X
VCT - Top Scrub and Refinish								X	
VCT - Scrub and Burnish						X			
LVT - Scrub				X					
Flooring	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Forbo Marmoleum - See Floor Care Guidelines and Linoleum									
Newberry and Saluda Campuses									
Sweep and Spot Mop - Linoleum	X								
Sweep - Forbo	X								
Clean - Autoscrub - Forbo	X								
Clean - Mop - Linoleum				X					
LCAM, A Bldg Gunsmithing Lab - Epoxy									
Sweep and Spot Mop						X			
Autoscrub							X		
Greenwood and Laurens Campuses - Ceramic Tile									
Sweep	X								
Clean				X					

Parking Lots - All Campuses	Daily	2x Week	3x Week	Weekly	Semimonthly	Monthly	Quarterly	6 months	Annually
Greenwood Campus - Recycling and Breezeway Position									
Empty Trash (Monitor if Needed)		X							
Clean as Needed									
Clean and Dust Furniture, Remove Spider Webs, etc.				X					
All Other Campuses - General Cleaners									
Empty Trash (Monitor if Needed)				X					
Clean and Dust Furniture, Remove Spider Webs, etc.				X					

Restroom Fixtures - Appendix C (3 Pages)

Room #	Bldg	Toilets	Sink	Urinal	Shower
Greenwood Campus					
16	A	1	1		
31	A	1	1	2	
125	A	4	3	5	
126	A	3	2		
164	A	3	2	2	
165	A	5	3		
203	A	1	1		
218	A	1	1		
219	A	1	1		
237	A	2	2	2	
238	A	4	2	0	
Welding-la	A	1	1		
123	B	3	3		
125	B	2	4	2	
172	B	2	1	1	
173	B	2	2		
115	C	1	2	2	
117	C	2	2		
206	C	2	2	1	
207	C	3	2		
105	D	1	2	1	
106	D	2	2	0	
114	D	1	1	0	
115	D	1	1	0	
202	D	1	1	1	
203	D	2	1	0	
141	E	3	2		
147	E	3	3	4	
228	E	2	2	1	
229	E	3	2		
130	F	4	4		
131	F	2	4	2	
210	F	5	3		
211	F	3	3	2	
101	G	1	1	1	
103	G	2	1		
201	G	3	4	2	
203	G	5	5		
103	H	3	3		
146	H	2	3	1	
204	h	2	2	1	
205	H	2	2		
132	K	4	3		
134	K	2	2	2	
168	K	1	1	1	
169	K	1	1		
223	K	4	3	0	
224	K	2	3	2	
227	K	1	1	0	
228	K	1	1	0	

104	M	2	2		
112	M	2	1	3	
125	M	1	1		
127	M	1	1	1	
103	N	3	4	2	
104	N	5	4		2
105	N	1	1	2	
106	N	3	3		1
115	N	1	1		2
101	P	1	1	1	
102	P	1	1		
109	R	1	1		1
110	R	1	1	1	
106	S	2	3	2	
107	S	4	3		
103-104	T	5	4	1	
103	V	2	2		
105	V	1	2	2	
107	V	1	1	1	
109	V	1	1		
	GA	7	7	5	
	GC	2	2		
	GH	1	1	1	1
206	GU	4	5	3	
207	GU	7	5		
211	GU	2	2	1	1
213	GU	3	2		1
Greenwood Campus Total		178	167	64	7
Off Campus					
Abbeville County Campus		5	4	1	
Edgefield County Campus		8	4	1	
Newberry County Campus		19	20	7	1
Saluda County Campus		9	7	2	1
McCormick County Campus		7	4	2	
Laurens County Campus		20	12	6	
LCAM		12	10	4	
Off Campus Total		80	61	23	2

This is only informational. It is the responsibility of the contractor to confirm actual numbers.
Piedmont Technical College is not responsible for omissions or errors.

Restrooms Kaivac (or Equivalent)		
Building	Floor	#RR
Greenwood Campus		
A	1st	4
B	1st	4
C	1st	2
C	2nd	2
D	1st	2
E	1st	2
E	2nd	2
F	1st	2

F	2nd	2
G	1st	2
G	2nd	2
H	1st	2
H	2nd	2
K	1st	2
K	2nd	2
M - Auto		2
N		4
S	1st	2
T		2
V		2
Greenwood Campus Total		46
Off Campus		
Abbeville County Campus		2
Laurens County Campus		4
LCAM		2
Newberry County Campus		6
Saluda County Campus		2
Off Campus Total		16

PTC - Floor Types - Appendix D									
Building	Carpet	Ceramic	Concrete	Epoxy	Linoleum	VCT	Terrazo	Polished Concrete	Total Building Cleanable Sq. Ft.
A	32,984	1,052	3,327	11,314		12,178			60,855
B	16,243	771				3,979			20,993
C	15,400	646	180			2,100			18,326
D	4,100	420					4,300		8,820
E	5,074	526	117	4,722		23,740			34,179
F	18,119	3,160				5,577			26,856
G	4,964	810	2,400			15,977			24,151
H	4,794	583	1,600			7,829			14,806
J				1,290					1,290
K	29,900	805	3,400			3,660			37,765
L	633			2,356		292			3,281
M	526	252		10,900		4,518			16,196
N	420	2,560	620	14,632		1,897			20,129
R	276		7,416			761			8,453
T		424	5,775			3,639			9,838
S	1,707	800	1,600			10,057			14,164
V	9,886	772	2,400			4,730			17,788
X									
GA	6,920	802				608			8,330
GC	860					5,876			6,736
GH	1,016					96			1,112
GU		1,673						39,514	41,187
AA	1,824					6,665			8,489
EE	7,444	280	900	5,216		3,652			17,492
LL	30,098	2,168	480			5,168			37,914
LCAM	7,971	441	5,734	12,904		532			27,582
MM	1,975					7,933			9,908
NN	24,964	1,379	14,834	8,831	13,272	5,136			68,416
SS	2,968	563	2,376		6,966				12,873
Total	231,066	20,887	53,159	72,165	20,238	136,600	4,300	39,514	577,929

These figures do not include any unfurnished areas such as storage, warehouse, concrete breezeways, etc.
It is the responsibility of the contractor to confirm information - PTC is not responsible for omissions or errors.

Floor Care Guidelines for Forbo Marmoleum® Sheet & Tile with Topshield2™

Marmoleum® is made from natural raw materials consisting of linseed oil, wood flour, rosin binders, dry pigments, mixed and calendared onto either a natural jute backing (sheet products) or a polyester backing (tile products).

The Forbo Marmoleum® and linoleum product range includes: Marmoleum® sheet, Marmoleum® Decibel sheet, Marmoleum® Composition Sheet (MCS), Walton sheet, Marmoleum® Dual Tile and Marmoleum® Composition Tile (MCT).

Forbo Marmoleum® and linoleum products feature Topshield2™. Marmoleum® with Topshield2™ is the only resilient flooring with an occupancy-ready finish. This means that at the time of installation, cleaning with a neutral pH cleaning solution is all that is necessary. Lots of floors and finishes work well in theory, but only Marmoleum® with Topshield2™ works well in the real world, where staining agents do not get removed in time, dirt and grit does not get cleaned up regularly, and your non-renewable finish gets permanent stains and scratches. Topshield2™ has been designed to create a Marmoleum® that meets the demands of every day use and is even more resistant to dirt pick-up, less prone to wear and has improved resistance to scratches and stains, and thus creating a floor that demonstrates a lasting performance over time. Unlike PUR finishes that will show wear and dirt concentration encapsulated in micro scratches over time, Marmoleum® with Topshield2™ can be refreshed and renewed, generating a new finish, turning Marmoleum® into what is probably the best performing resilient floor in the real world.

NOTE:

In order to allow the adhesive to dry and cure properly, wait a minimum of five days following the installation before conducting initial cleaning or other wet cleaning procedures. For installations over non-porous substrates, additional time may be necessary because the adhesive may take longer to dry and cure.

INITIAL CLEANING

For new installations exposed to normal construction soil and traffic.

1. Remove all surface soil, debris, sand and grit by sweeping, vacuuming or dust mopping.
2. Mix a neutral pH cleaning solution according to the label directions.
IMPORTANT: The pH of the cleaner in solution must be between 6 – 8 pH. Please refer to the list at the end of this document for recommended products.
3. Apply the solution to the floor. Do NOT flood the floor. The solution can be applied with either a mop and bucket or an automatic scrubber.
4. Scrub the floor with a rotary scrubber or automatic scrubber using a 3M non-abrasive red pad or equivalent.
5. If not using an automatic scrubber, pick up the scrubbing solution with a wet vacuum (preferred) or a squeegee and a mop.
6. Rinse the entire floor surface with a clean mop using clean, cool water. Pick up rinse water with wet vacuum or automatic scrubber.
7. Allow the floor to dry thoroughly before allowing traffic.



ROUTINE CLEANING

Cleaning performed a minimum of once a day, depending on the application, type of traffic and hours of operation.

1. Stains or spills should be wiped or mopped up immediately with a damp mop using a neutral pH cleaning solution. Rinse the affected area with clean, cool water. Be sure to allow the floor to dry thoroughly before allowing traffic.
IMPORTANT: The pH of the cleaner in solution must be between 6 – 8 pH. Please refer to the list at the end of this document for recommended products.
2. Remove all surface soil, debris, sand and grit by sweeping, vacuuming or dust mopping.
3. Mix a neutral pH cleaning solution according to the label directions.
IMPORTANT: The pH of the cleaner in solution must be between 6 – 8 pH. Please refer to the list at the end of this document for recommended products.
4. Apply the solution to the floor. Do NOT flood the floor. The solution can be applied with either a mop and bucket or an automatic scrubber with a 3M non-abrasive red pad or equivalent.
5. Rinse the entire floor surface with a clean mop using clean, cool water. Pick up rinse water with wet vacuum or automatic scrubber.
6. Allow the floor to dry thoroughly before allowing traffic.

Floor Care Guidelines for Forbo Marmoleum® Sheet & Tile with Topshield2™

INTERIM CLEANING

As needed, depending on the application, type of traffic and hours of operation.

1. Remove all surface soil, debris, sand and grit by sweeping, vacuuming or dust mopping.
2. Mix a neutral pH cleaning solution according to the label directions.
IMPORTANT: The pH of the cleaner in solution must be between 6 – 8 pH. Please refer to the list at the end of this document for recommended products.
3. Apply the solution to the floor. Do NOT flood the floor. The solution should be applied with either a mop and bucket or an automatic scrubber.
4. Scrub the floor with a rotary scrubber or automatic scrubber using a 3M non-abrasive red pad or equivalent for light soiling or a 3M non-abrasive blue pad or equivalent for medium to heavy soiling.
5. If not using an automatic scrubber, pick up the scrubbing solution with a wet vacuum (preferred) or a squeegee and a mop.
6. Rinse the entire floor surface with a clean mop using clean, cool water. Pick up rinse water with wet vacuum or automatic scrubber.
7. Allow the floor to dry thoroughly before allowing traffic.
8. If desired, one of the following procedures can be performed:
 - a. Spray buff the floor using a 175 RPM swing machine and a 3M non-abrasive red pad or equivalent, followed by dust mopping.
 - b. Apply a mop-on restorer and burnish using a 3M Top Line Speed Burnish Pad #3200 or equivalent, followed by dust mopping.
 - c. Burnish / Dry Buff the floor using a 3M Eraser Pad #3600 or equivalent, followed by dust mopping.
9. If the floor requires restoration cleaning procedures, contact Forbo Technical Services.

NOTE:

Weather, traffic, and geographical location will influence the required frequency of this procedure. For example, in areas where there are large amounts of snow and chemicals used in the winter months it will likely be necessary to perform this procedure more frequently. In dry climates, or where there is less dirt traffic, it may not be necessary to perform this procedure as frequently.

CAUTION:

Marmoleum® with Topshield2™ can be damaged by traditional wet stripping methods. If the above floor care recommendations are followed, no wet stripping will be necessary. If wet stripping methods are or have been used on the floor, contact Forbo Technical Services for additional information.

Forbo Marmoleum® should NEVER be subjected to traditional, aggressive wet stripping. These floors should be cared for by a staff trained to understand the following:

- Forbo Marmoleum® with Topshield2™ is OCCUPANCY READY following installation.
- Removal of Topshield2™ is NOT recommended.
- A regular floor care program, as described above, should be followed closely. Contact Forbo Technical Services with any additional questions.

RECOMMENDED FLOOR CARE PRODUCTS

Neutral pH Cleaners:

Forbo Neutral pH Cleaner
 ProLink Level 7
 Spartan Damp Mop
 3M Neutral Cleaner 3H
 Diversey Stride

Spray Buffs:

Forbo Spray Buff
 ProLink Optimum Response
 Spartan Spray Buff
 3M Top Line Pre-Burnish Conditioner
 Diversey Snapback

Mop on Restorers:

Forbo Mop on Restorer
 ProLink Optimum Response
 Spartan SunSwept
 3M Top Line Pre-Burnish Conditioner
 Diversey Snapback UHS

Forbo's Floor Care Guide contains additional information about floor care and is available for download at www.forboflooringna.com. For a hard copy, or for additional information on Topshield2™, contact Forbo Technical Services at +800 842 7839.

Current Rooms and Locations for Recycle Bins - Appendix F

Room#	Location	Room#	Location
A Bldg		K Bldg	
014A	Inside	105K	Inside
117A	Inside	107K	Inside
142A	Outside	113K	Outside
148A	Inside	136K	Inside
149A	Inside	137K	Inside
151A	Inside	155K	Outside
153A	Inside	159K	Outside
169A	Inside	161K	Outside
170A	Inside	176K	Outside
180A	Inside	211K	Inside
243A	Inside	213K	Inside
245A	Inside	229K	Outside
B Bldg		233K	Inside
112B	Outside	235K	Inside
115B	Outside	L Bldg	
186B	Inside	102L	Inside
C Bldg		M Bldg	
227C	Outside	120M	Inside
D Bldg		124M	Inside
206D	Inside	R Bldg	
209D	Inside	100R	Inside
E Bldg		V Bldg	
103E	Inside	105V	Outside
126E	Inside	115V	Inside
154E	Outside		
171E	Outside		
226E	Outside		
F Bldg			
Bookstore	Inside		
102F	Inside		
110F	Inside		
216F	Inside		
217F	Inside		
218F	Inside		
G Bldg			
101G	Outside		
125G	Outside		
GA Bldg			
124GA	Inside		
H Bldg			
101H	Inside		
119H	Outside		
126H	Outside		
137H	Outside		
143H	Outside		
145H	Outside		
145H-CL	Outside		
148H	Inside		

Sample Inspection Sheet - Appendix G

Date:	Area:			Score:
Supervisor:	Staff:			
Classroom / All Labs - All Campuses	0 - Unsatisfactory	1 - Moderate	2 - Satisfactory	Comments
Clean Chalk/White Board				
Empty Trash, Pencil Sharpeners, and Recycling Receptacles				
Clean and Sanitize Trash Receptacles				
Spot Clean Walls and Doors				
Spot Mop Tile Floors and Spot Clean Carpets				
Vaccum, Sweep, and Mop Floors				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Clean Glass (Doors and Windows) - Interior				
Clean Glass (Doors and Windows) - Exterior				
Arrange Desks and Chairs in an Orderly Fashion				
Clean Upholstery				
Clean Carpet (encapsulation)				
Extract Carpet				
Spot Clean				
VCT - Strip and Refinish				
VCT - Top Scrub and Refinish				
VCT - Scrub and Burnish				
LVT - Scrub				
Dust HVAC Return Vent or Units (If Applicable)				
Breakrooms / Kitchenettes / Vending / Cafeteria - All Campuses				
Empty Trash, Pencil Sharpeners, and Recycling Receptacles				
Clean and Sanitize Trash Receptacles				
Spot Clean Walls and Doors				
Spot Mop Tile Floors and Spot Clean Carpets				
Vaccum, Sweep, and Mop Floors				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Clean Glass (Doors and Windows) - Interior				
Clean Glass (Doors and Windows) - Exterior				
Arrange Tables and Chairs				
Clean Upholstery				
Clean Carpet (encapsulation)				
Extract Carpet				
Spot Clean				
VCT - Strip and Refinish				
VCT - Top Scrub and Refinish				
VCT - Scrub and Burnish				
LVT - Scrub				
Dust HVAC Return Vent or Units (If Applicable)				
Entrances - All Campuses				
Vacuum, Sweep and Mop				
Treat Spots				
Clean Handrails				
Remove Debris within 30ft. of Entrance Door				
Empty Trash				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Clean Carpet (encapsulation)				
Extract Carpet				
Spot Clean				
VCT - Strip and Refinish				

VCT - Top Scrub and Refinish				
VCT - Scrub and Burnish				
LVT - Scrub				
Dust HVAC Return Vent or Units (If Applicable)				
Mechanical and Server Rooms - All Campuses				
Empty Trash				
Clean Area - Below 8ft From Top of Floor				
Dust HVAC Return Vent or Units (If Applicable)				
Sweep and Mop Floors				
Halls and Stairwells (Where Applicable) - All Campuses				
Vaccum, Sweep, and Mop Floors				
Dust Benches, Light Fixtures, Signage, Cobwebs, and Vermin Substances				
Treat Spots				
Clean Handrails				
Remove Debris within 30ft. of Entrance Door				
Empty Trash				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Clean Carpet (encapsulation)				
Extract Carpet				
Spot Clean				
VCT - Strip and Refinish				
VCT - Top Scrub and Refinish				
VCT - Scrub and Burnish				
LVT - Scrub				
Dust HVAC Return Vent or Units (If Applicable)				
Breezeways and Outdoor Stairwells (Where Applicable) - All Campuses				
Blow Off Concrete and Ceramic Tile Walkways				
Blow Off and Dust Furniture, Clocks, Signage, Cobwebs, and Vermin Substances				
Wipe Directories and Trash Lids				
Clean Handrails				
Empty Trash				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Pressure Wash Concrete				
Lobbies - All Campuses				
Vaccum, Sweep, and Mop Floors				
Treat Spots				
Clean Handrails				
Empty Trash				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Clean Carpet (encapsulation)				
Extract Carpet				
Spot Clean				
VCT - Strip and Refinish				
VCT - Top Scrub and Refinish				
VCT - Scrub and Burnish				
LVT - Scrub				
Dust HVAC Return Vent or Units (If Applicable)				
Restrooms - All Campuses				
Empty Trash				
Clean and Sanitize Trash Receptacles				
Clean and Sanitize Sanitary Product Receptacles				
Clean and Sanitize Sinks, Toilets, Urinals, and Vanities				
Refill Soap, Paper Towel, and Toilet Paper Dispensers				

Sweep, Mop, and Sanitize Floors				
Spot Clean Walls, Doors, and Partitions				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Clean and Sanitize Floor Drains				
Kaivac Machine Clean (Excludes McCormick and Edgefield Campuses)				
Machine Scrub Floor				
Dust HVAC Return Vent or Units (If Applicable)				
Elevators - All Campuses				
Clean, Polish, Sanitize Stainless and Contact Surfaces				
Clean Door Tracks				
Vacuum Floor or Mop Tile				
Offices - All Campuses				
Empty Trash and Recycling Receptacles				
Clean and Sanitize Trash Receptacles				
Spot Clean Walls and Doors				
Vacuum Floors				
Clean and Dust Surfaces Below 8ft. From Top of Floor				
Clean and Dust Surfaces Above 8ft. From Top of Floor				
Dust HVAC Return Vent or Units (If Applicable)				
Clean Carpet (encapsulation)				
Extract Carpet				
Spot Clean				
VCT - Strip and Refinish				
VCT - Top Scrub and Refinish				
VCT - Scrub and Burnish				
LVT - Scrub				
Flooring				
Forbo Marmoleum - See Floor Care Guidelines and Linoleum				
Newberry and Saluda Campuses				
Sweep and Spot Mop - Linoleum				
Sweep - Forbo				
Clean - Autoscrub - Forbo				
Clean - Mop - Linoleum				
LCAM, A Bldg Gunsmithing Lab - Epoxy				
Sweep and Spot Mop				
Autoscrub				
Greenwood and Laurens Campuses - Ceramic Tile				
Sweep				
Clean				
Parking Lots - All Campuses				
Greenwood Campus - Recycling and Breezeway Position				
Empty Trash (Monitor if Needed)				
Clean as Needed				
Clean and Dust Furniture, Remove Spider Webs, etc.				
All Other Campuses - General Cleaners				
Empty Trash (Monitor if Needed)				
Clean and Dust Furniture, Remove Spider Webs, etc.				

This is intended as a sample and may be modified as needed.

Other Comments:

Bidding Schedule / Cost Proposal		Appendix H			
Agency Req:					
Item	Commodity/Service	Quantity	Unit of Measure	Unit Price	Extended Price
1	910391010 0	12	Month		
Description: Janitorial/Custodial Services Bidders are to state their total monthly cost for all locations under the unit price and extend accordingly.					

Pricing Worksheet				
Building Name	Building Square Footage	Price Per Month	x 12 Months	Total Cost Per Year
Administration/Industrial Labs - A (Two Story)	66,061			
Enrollment Center - B	23,630			
Conference Center - C (Two Story)	20,092			
Canteen/Student Center - D (Two Story)	9,729			
Industrial/Engineering/Labs - E (Two Story)	37,693			
General Education/Bookstore - F (Two Story)	31,158			
Business - G (Two Story)	26,566			
Health - H (Two Story)	16,728			
Library/TLC - K (Two Story)	39,032			
Campus Police and Security - L	3,906			
Automotive/Maintenance - M	18,000			
Medford Center - N	21,296			
Building Construction/Lab - R	10,025			
Science - S (Two Story)	15,920			
HVAC - T	10,614			
Funeral Services - V	18,300			
Continuing Education - GA	9,360			
Cardiovascular - GC	7,400			
Greenhouse - GH	1,460			
Upstate Center for Manufacturing Excellence - GU	45,050			
Abbeville County Campus - AA	9,456			
Edgefield County Campus - EE	19,000			
Laurens County Campus - LL	40,000			
Laurens Center for Advanced Manufacturing - LCAM	29,100			
McCormick County Campus - MM	9,908			
Newberry County Campus - NN	73,500			
Saluda County Campus - SS	15,768			

Total Annual Price:
Total Price Per Square Footage:

These figures do not included any unfurnished areas such as storage, warehouse, concrete breezeways, etc.

It is the responsibility of the contractor to confirm information - PTC is not responsible for omissions or errors.

Addition/Deletion of Square Footage

Considering potential renovations and the possibility of additional campuses emerging throughout the contract period, any increase in square footage during the contract term will be accommodated at the following rate:

Area	Cost Per Square Foot Per Month
Classroom	\$
Industrial Lab	\$
Nursing Lab	\$
Biology/Chemistry Lab	\$
Restroom	\$
Office	\$
Lounge/Vending/Cafeteria	\$
Kitchenette	\$
Elevator	\$
Stairwell/Breezeway	\$
Corridor/Lobby	\$
Entrance	\$
Carpet	\$
LVT	\$
VCT	\$
Linoleum/Forbo	\$
Epoxy	\$
Concrete	\$

Emergency/Unscheduled Work	Cost Per Hour
Monday-Friday	
Employee	
Supervisor	
Minimum Hours Required	

Saturday	
Employee	
Supervisor	
Minimum Hours Required	

Sunday/Holiday	
Employee	
Supervisor	
Minimum Hours Required	

A: Administration Building
B: Enrollment Center
C: Conference Center
D: Student Center
E: Engineering & Industrial Technologies



F: General Education
G: Business Technologies
GA: Continuing Education
GC: Cardiovascular Technology
GH: Horticulture Complex
H: Health Sciences

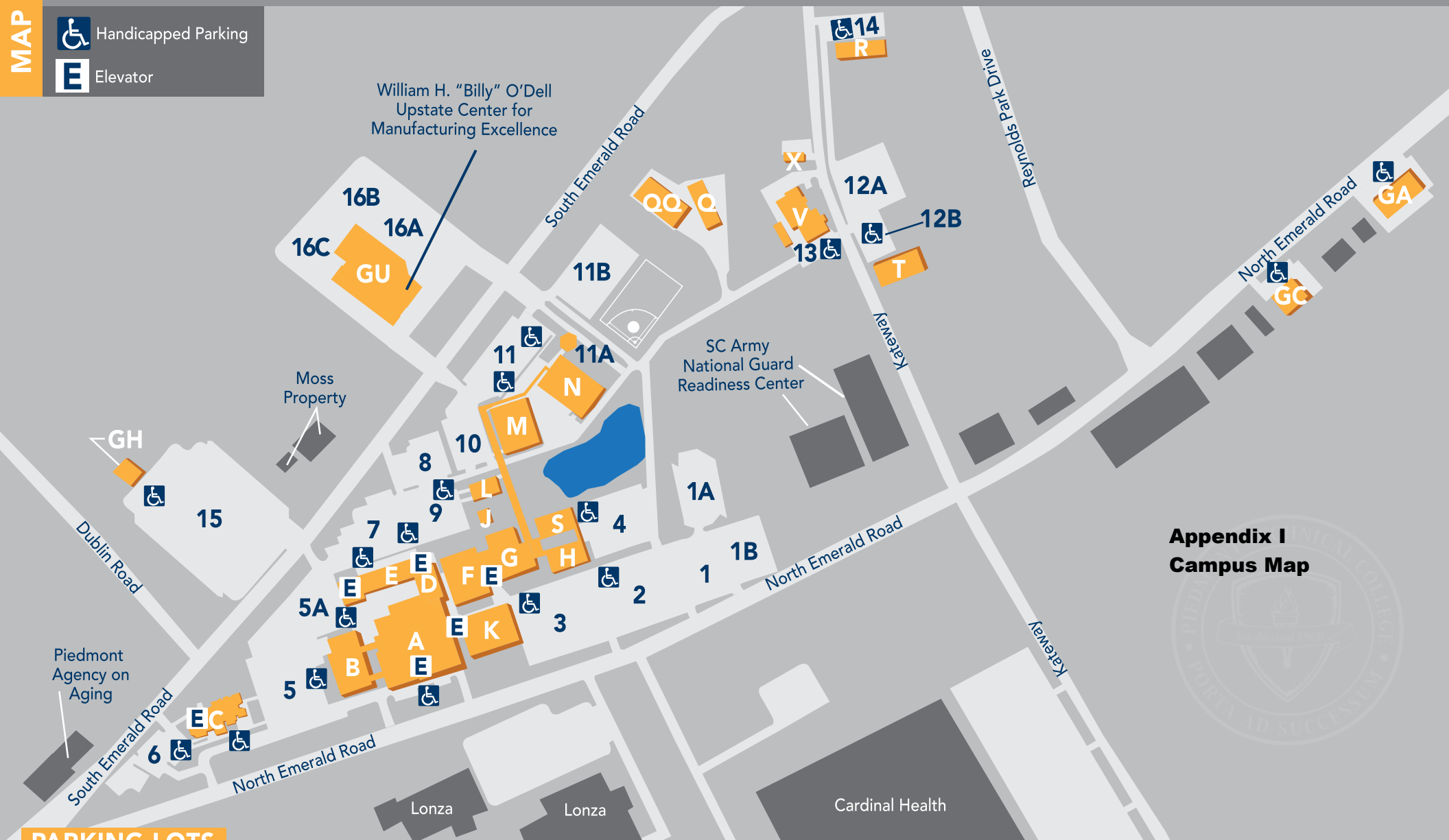
GU: O'Dell Center for Manufacturing Excellence
J: Central Energy Building
K: Library/Learning Resources Center

L: Maintenance Training Building
M: Automotive/Facilities Management
N: James Medford Family Event Center

Q: Grounds/Maintenance
QQ: Material Warehouse
R: Building Construction Technology
S: Nursing/Science

T: HVAC Technology
V: Funeral Service/Early Childhood Development Building
X: Training Building

 Handicapped Parking
 Elevator



**Appendix I
Campus Map**

PARKING LOTS

1: Student Parking
1A: Student Parking
1B: Student Parking
2: Student Parking

3: Faculty/Staff/Student Parking
4: Faculty/Staff Parking
5: Student Parking
5A: Student Parking

6: Student Parking
7: Student Parking
8: Student Parking
9: Faculty/Staff Parking

10: Student Parking
11: Student/Event Center Parking
11A: Student/Event Center Parking
11B: Student/Event Center Parking

12A: Student Parking
12B: Student Parking
13: Student Parking
14: Student Parking

15: Student Parking
16A: Student Parking
16B: Student Parking
16C: Student Parking

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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


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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312.)

[09-9005-4]

PTC-327
Attachment 3

	<p>STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE</p> <p>NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING</p>	<p>I-312 (Rev. 5/7/04) 3323</p>
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The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or contracting with: _____

Name: _____
Address: _____
Receiving Rentals or Royalties From: _____
Name: _____
Address: _____
Beneficiary of Trusts and Estates: _____
Name: _____
Address: _____

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

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

Date of Registration: _____

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

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

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

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

Date: _____ (Seal)

If corporate officer state title: _____

Name - Please Print _____

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

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.