

	<b>Invitation for Bid</b>	Solicitation Number: PTC - 280 Date Issued: 07/18/2016 Procurement Officer: Kevin Wells Phone: 864-941-8314 E-Mail Address: Wells.k@ptc.edu

DESCRIPTION: **PTC is soliciting vendors to provide maintenance and repair services for our campus elevators.**

USING GOVERNMENTAL UNIT: **Piedmont Technical College. Greenwood, S.C.**

*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 Offer" provision.*

SUBMIT YOUR SEALED OFFER **MARKED PTC – 280** TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b> Piedmont Technical College Procurement Office PO Box 1467 Greenwood, SC 29648	<b>PHYSICAL ADDRESS:</b> Piedmont Technical College Procurement Office 620 N Emerald Road Greenwood, SC 29646
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SUBMIT OFFER BY (Opening Date/Time): **8/11/2016 2:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **8/4/2016 2:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE ORIGINAL**

<b>CONFERENCE TYPE: Site Visit (Highly Suggested)</b> <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small>	<b>LOCATION: Facilities Management Office</b> <b>July 28, 2016, 10:00 AM</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>08/12/2016</b>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

<b>NAME OF OFFEROR</b> <small>(full legal name of business submitting the offer)</small>		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.
<b>AUTHORIZED SIGNATURE</b> <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>		<b>TAXPAYER IDENTIFICATION NO.</b> <small>(See "Taxpayer Identification Number" provision)</small>
<b>TITLE</b> <small>(business title of person signing above)</small>		<b>STATE VENDOR NO. (if applicable)</b> <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
<b>PRINTED NAME</b> <small>(printed name of person signing above)</small>	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b> <small>(If you are a corporation, identify the state of incorporation.)</small>

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)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Area Code - Number - Extension</span> <span>Facsimile</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>E-mail Address</div>

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

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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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<b>PREFERENCES - SC RESIDENT VENDOR PREFERENCE</b> (June 2005): Section 11-35-1524 provides a preference for Offeror that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	<b>OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE.</b> _____  *ADDRESS AND PHONE OF IN-STATE OFFICE   <div>___ In-State Office Address same as Home Office Address</div> <div>___ In-State Office Address same as Notice Address <b>(check only one)</b></div>
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<b>PREFERENCES - SC/US END-PRODUCT</b> (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	<b>IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.</b>
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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (JAN 2006)**

Piedmont Technical College is soliciting vendors to provide maintenance and repair services for our campus elevators. This solicitation covers services for furnishing all supplies, materials, maintenance services vehicles, communications needs, labor, labor supervision, tools, test equipment, special equipment, and lubricants necessary to provide full preventive maintenance, adjustments, repairs, and replacements for the complete vertical transportation systems described herein.

**Contract award will be for an initial period of one year with an option for up to four additional periods of one year each.**

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS (JAN 2006)**

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

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

[02-2A003-1]

## **AMENDMENTS TO SOLICITATION (JAN 2004)**

- (A) The Solicitation may be amended at any time prior to opening. (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]

## **AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

## **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]

## **PROCUREMENT AGENT (JAN 2004)**

- (A) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. The Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee 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).

## **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-

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [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.net/code>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/codereg>. [02-2A040-1]

## **COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

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

## **DUTY TO INQUIRE (JAN 2006)**

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]



## **ETHICS ACT (JAN 2004)**

By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150. [02-2A075-1]

## **OMIT TAXES FROM PRICE (JAN 2004)**

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

## **PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-210] [02-2A85-1]

## **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 (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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. (b) Piedmont Technical College 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. [02-2A095-1]

## **REJECTION/CANCELLATION (JAN 2004)**

Piedmont Technical College may cancel this solicitation in whole or in part. Piedmont Technical College 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 (JAN 2004)**

(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 non-responsive. 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. Piedmont Technical College may reject an Offer as non-responsive 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 college even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

## **RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

## **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 co-venture 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 work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If college offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

## **SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page "or portion" hereof, 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 hereof", 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 hereof", 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 college may, in its sole discretion, determine it non-responsive. 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, is 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 Piedmont Technical College, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the college withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

## **SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

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

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

## **TAXPAYER IDENTIFICATION NUMBER (JAN 2004)**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

## **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 INSTRUCTION-- CONFERENCE - PRE-BID/PROPOSAL (JAN 2-06)**

Pre-Bid/Proposal Conference Date and Time: **July 28, 2016 10:00 AM**  
Location of Pre-Bid/Proposal Conference: **Facilities Management Office**

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

### **CLARIFICATION (NOV 2007)**

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

### **MAIL PICKUP (JAN 2006)**

Piedmont Technical College Procurement Officer receives all mail from The US Postal Service twice daily around 10:00 a.m. and 2:30 pm(excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

### **OFFERING BY ITEM (JAN 2006)**

Offers may be submitted for one or more items. [02-2B085-1]

### **PROTEST - CPO - MMO ADDRESS (JUNE-2006)--**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.  
[02-2B122-1]

### **UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### STATEMENT OF WORK (JUNE 2007)

#### SPECIFICATIONS

**SPECIFICATIONS: The specifications listed herein below are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. Offeror must include with its bid, supporting product data sufficient for the state to determine equality & acceptability. The college reserves the right to reject any bid in which the items offered are considered unsatisfactory in any manner. Piedmont Technical College will determine if minor deviations from the listed features are acceptable.**

#### **Scope of Work/Specifications:**

##### **SPECIFICATIONS FOR ELEVATOR MAINTENANCE**

This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, adjustments, repairs and replacements for the complete vertical transportation systems described herein.

Contractor must sign in and out in Facilities Management located in Building M. The college is a tobacco free campus.

#### **I. CLASSIFICATION**

Vertical transportation systems covered by this specification are classified as Passenger Elevators, Escalators, Freight Elevators and Dumbwaiters.

#### **II. APPLICABLE STANDARDS**

The following documents of issue in effect on the date of the Bid Invitation shall form a part of this specification.

##### ANSI A 17.1 -Safety Code for Elevators and Escalators

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

##### ANSI A 17.2 -Inspection Manual for Elevators and Escalators

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

##### ANSI A17.3 -Safety Code for Existing: Elevators and Escalators

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

##### S.C. Code of Laws 1976- Title 41. Section 16- South Carolina Elevator Code

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

S.C. Elevator Code and Regulations  
S.C. Labor Department  
P.O. Box 11329  
Columbia, SC 29211-1329

### **III. REQUIREMENTS**

#### **A. GENERAL CONDITIONS**

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

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

Each elevator was installed according to the current Code requirements that were applicable in South Carolina at the time of installation. Any Code requirement subsequent to the installation will not apply.

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

#### **B. Ownership**

It is understood that the contractor will not assume possession or control of any part of the equipment but that such equipment remain property of the Piedmont Technical College.

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

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damages or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by him shall be remedied by the Contractor.

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

#### **D. Acceptance of Elevators -Pre-Maintenance Repair**

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

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

#### **E. Work Excluded**

The contractor will not be required under the contract to do the following:

1. Car enclosure including removable panels, door panels, car gates, plenum chambers, hung ceilings, handrails and floor coverings.
2. Replace car guide rails.
3. Hoistway enclosure, hoistway gates, doors, frames and sills.
4. Repair hoistway structure, including landing sills.
5. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representative or employees, or by reasons of any other caused beyond the control of the Contractor, except those made necessary by ordinary wear and tear.
6. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
7. Main line power switches, breakers and feeders to the controller.
8. Underground and/or buried piping and jack casing.
9. Replace outer housing of hydraulic jack.
10. Extend electric power supply to equipment, from disconnect ahead of main switch which controls that equipment.
11. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
12. Emergency power plant and associated contacts.
13. Smoke and fire sensors with related control equipment not specifically of the elevator controls.

#### **F. Scheduled Testing**

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

Notification must be given in writing to Piedmont Technical College ten (10) days prior to conducting running safety test.

The Contractor shall furnish the College's Director of Maintenance with a written schedule for major service resulting in downtime will be performed and at least thirty (30) days prior to service requirements.

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

Each time an elevator is serviced, whether emergency or regular, a report on approved form shall be submitted to Piedmont Technical College at the completion of the services rendered. The report shall include information such as the date, hour, location, nature of the trouble for which a service call was required and must include a brief description of services performed or the Contractor must leave with the agency's designated representative a copy of the maintenance work order.

#### **H. Emergency Call Back Service**

Overtime emergency call back service is included in this contract at no additional cost to Piedmont Technical College. Overtime emergency call back service is defined as services required for critical buildings such as the buildings with only one (1) elevator which is in service 24 hours a day. All other buildings will not be serviced on overtime unless authorized by the Director of Maintenance in charge of the elevator services.

The Contractor shall provide at all times on a twenty-four (24) hour, seven (7) days per week basis emergency call back service at no additional cost which consists of responding (responding means being on the jobsite) within a two (2) hour period to request(s) by the Director of Maintenance's Office to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance.

Except for III.E.5 no travel time, mileage or expenses will be paid by the College under this contract.

#### **I. Failure To Perform**

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

#### **J. Addition or Deletion From Units To Be Maintained**

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

#### **K. Job Conferences**

At least every ninety (90) days, the Contractor will make himself available for a conference on the past month performance of the contract with a representative of Piedmont Technical College.

#### **L. Contractor Employee Policy**

Contractor Employees:

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

#### **M. Contractor Representative**

The contractor shall, within five (5) days after award of the contract covered herein, submit a written identification and notification to Piedmont Technical College of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed. The contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the Piedmont Technical College is notified immediately.

#### **N. Labor Adjustments**



Written requests for increases in labor costs must be submitted to the College Procurement Office.

#### **O. Insurance**

Certificates of insurance coverage described shall be furnished by the contractor prior to the commencement of services under the contract and such certificates shall provide that the coverage will not be canceled or reduced in amount prior to thirty (30) days after notice of such cancellation or reduction has been mailed to the Piedmont Technical College.

The enumeration of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the performance of the contractor under a resulting contract.

#### **P. Indemnification Agreement**

Bidder and/or his/her representative agree to hold harmless Piedmont Technical College, it's agents and assigns from all claims to property and/or personal injuries, which may occur as the result or action from the solicitation of this bid.

#### **Contractor**

The contractor shall indemnify the Piedmont Technical College against any and all liability, claims and costs of whatsoever kind and nature of injury to or death of any persons for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor or any subcontractor, or any employee, agent, or representative of the Contractor or any subcontractor, provided that such liability is not attributable to negligence on the part of the Piedmont Technical College, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Piedmont Technical College from loss on account thereof.

#### **Q. End of Contract Period Maintenance**

The Contractor must perform all necessary maintenance and repairs by the end of the contract period. Within the last ninety (90) days of the contract, bids may be obtained for the next contract period's Elevator Maintenance. All prospective bidders will have the right to inspect the equipment, review the Monthly Elevator Inspection Report and submit a list of repairs and adjustments necessary to place the equipment in proper operating condition. Any repairs and/or recommendations from the Monthly Elevator Service Report shall be excluded from this list. This list shall be submitted to the Procurement Office with the bidder's bid, and if, in the opinion of the College, these repairs and adjustments are within the scope of the current contract, the current contractor shall make said repairs and adjustments within thirty (30) days after receiving notification of the work items.

In the event that repairs, maintenance and adjustments have not been completed at the end of the contract period, Piedmont Technical College reserves the right to contract with the new contractor for the repairs. The current contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current contractor's final payment.

#### **R. Maintenance Specifications**

##### **1. Required Maintenance Service:**

- a. Contractor under this contract will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained men directly employed and supervised by him. These technicians must be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.

- b. Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: Machines, Motors, Pumps, and Controller Parts, including but not limited to Worms, Gears, Thrusts Bearings, Bearings, Commutators, Rotating Elements, Coils, Contracts, Resistors, Magnet Frames, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to Piedmont Technical College as repairs are completed.

- c. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except where roller guides are used, and when necessary, renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- d. Contractor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the State and Federal governments shall be performed when due and in the presence of a college representative, or his designee.
- e. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
- f. All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.
- g. Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:
  - 1. Interlocks
  - 2. Car and Hatch Door Operators
  - 3. Car and Hatch Door Hangers
  - 4. Door Closers
  - 5. Signal Systems
  - 6. Light Diffusers, Light Tubes, LED's and Bulbs
- h. Contractor shall perform an annual Relief Valve or Hydraulic Inspection according to the South Carolina Department of LLR Regulations
- i. Emergency fire service operation: Shall be tested monthly to verify it is functioning properly as required by the South Carolina Building Code and properly documented in each elevator.

## **2. Schedule of Maintenance Operations:**

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

The following services are to be performed at least once per month or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at proper performance levels.

### **Car Top**

- a. The top of the car is cleaned, devices inspected.
- b. Roller guides or slide guides are checked, adjusted, lubricated and replaced as necessary
- c. The safety linkage and associated parts are lubricated and checked for proper operation.

- d. Car top switches, fans, readers, signals and all electrical components are cleaned and checked for proper operation. Worn parts are replaced and components are lubricated where necessary.
- e. Verify operation of car top emergency switch and lights.

#### **Hydraulic Machine**

- a. The machine is observed for unusual sound, heat or improper operation.
- b. The pump is checked for proper operation.
- c. The tank, tank heater, to/from line and other equipment are inspected and adjusted as needed. Any leaks are sealed.
- d. The oil is checked for metal particles.
- e. The pump valve is checked for proper operation.
- f. Verify operation of the oil recovery system.
- g. Inspect jack and packing.
- h. Inspect all pit equipment for leaks and correct as necessary.
- i. Verify oil level is adequate and ensure that oil usage is tracked and documented as per state requirements.

#### **Routine Maintenance – Objectives for Each Visit**

- a. The service is provided monthly and any issues are addressed.
- b. The Examiner rides the elevator and observes ride quality.
- c. The Examiner verifies stopping accuracy and ensures within state specifications < .5 inches.
- d. Verify door operation and door close force is < 30 foot pounds or within state specifications.
- e. Any burned out lamps are to be replaced during monthly inspection.
- f. The machine room is checked and the operation of equipment is noted. Any necessary adjustments are made.
- g. Cleanliness of machine room is the responsibility of technician.

#### **Hydraulic Pit Equipment**

- a. The pit and car bottom are cleaned, monthly.
- b. The emergency stop switch and other pit switches are checked for proper operation.
- c. Verify operation of pit lighting systems.
- d. Roller guides or slide guides on the bottom of the elevator are cleaned, inspected and lubricated.
- e. The packing, cylinder head, piston, and spring buffers are cleaned and inspected.
- f. The system is checked for proper grounding.
- g. Oil level in the pit overflow can or scavenger pump is checked.

#### **Annual Test**

- a. Check traveling cables.
- b. Check car safety devices.
- c. Door close Kinetic Eng. Wt/Spd. < 7.37 ft lbf.
- d. Clean and inspect hoist way.
- e. Check oil lines and supports.
- f. Check spring buffers.
- g. Verify proper operating voltages of power supplies.
- h. Check motor lubrication of dry unit.
- i. Check valve strainers
- j. Perform pressure relief test/hydraulic inspection as per South Carolina Department of LLR.

#### **Fire Safety Test**

Perform emergency fire service operation test – Monthly and document.

#### **Documentation**

Contractor shall provide and ensure all documentation is in elevator rooms and updated as required by South Carolina Department of Labor, Licensing and Regulation; this in accordance with all ANSI and Article 5 of the Safety Standards for Elevator Facilities.

### **3. Performance Requirements:**

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of his representative that those standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of Piedmont Technical College.

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

- a. Current speed of all elevators, dumbwaiters and escalators (as applicable) shall be maintained, and brake to brake flight times shall also be maintained.
- b. Leveling accuracy of all elevators shall be maintained at all times.
- c. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A 17.1 code, yet assuring minimum standing time at each floor.
- d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- e. Variable car and hall door open times shall be maintained or adjusted as may be requested by Piedmont Technical College.
- f. Elevators under Group Supervisory Systems should be maintained at current operating levels. The Contractor shall be required to periodically test these systems and submit to Piedmont Technical College test data indicating performance 1 levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.

#### **4. Spare Parts:**

To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have and maintain on the job, a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts.

Used part or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.

#### **5. Additional Provisions:**

Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery.

- a. Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Contractor or his employees.

If renewal or repairs are required due to no fault of the contractor, the Contractor will obtain approval from the Director of Maintenance before any repairs are made, giving an estimated cost to complete the renewal or repair.

If disagreement arises between the Contractor and the Director of Maintenance, the Procurement Office/State Procurement shall be contacted and they will be the determining authority as to the disagreement between the two parties.

- b. The price bid herein contemplates routine service work to be done during regular working hours on regular working days of the trades involved. If overtime work is requested by the designated authority covering routine work (service work, examinations or repairs) at times other than regular work hours, 8:00 AM to 5:00 PM, Monday thru Friday, the Contractor will absorb the hours worked at single time rates.

#### **WARRANTY**

Contractor shall guarantee all work required during the contract period for the duration of the contract. Should the State of South Carolina determine during the contract period that any required work has been performed improperly or not performed at all; the Contractor shall, after mailing of written notification by Piedmont Technical College, correct said difficulty within fourteen (14) days. Failure to correct the defect within fourteen (14) days will be construed as default of the contract.

The contractor also warrants to Piedmont Technical College that all parts furnished under this specification will be new, of good quality and workmanship, and agrees to replace promptly any part or parts which by reason of defective materials or workmanship fail under normal use, free of negligence or accident, during the contract period, and any extensions thereof. Such replacement shall be free of any charge to the owner or his representative.

### **SERVICE, PARTS AND MANUALS**

Piedmont Technical College will furnish the Contractor with an existing service manual, set of mechanical and electrical schematics, and wiring diagrams.

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

### **ACCEPTANCE OF EVALUATION AND QUALITY ASSURANCE**

The importance of the elevators covered by these specifications demands that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, ANSI code and the South Carolina Elevator Code and Regulations and be kept capable of providing their initial maximum capacity, speed and performance. The State reserves the right to make such test when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, Piedmont Technical College may immediately demand that the Contractor place the elevator in condition to meet these requirements. The Contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which Piedmont Technical College may terminate the contract. If the demand is not promptly complied with, the College may enter into agreement with other to perform such work and charge the total cost thereof to the Contractor.

### **DELIVERY AND PAYMENT**

Payments in amounts stipulated in the contract shall be made upon submission of properly certified invoices. Each monthly payment shall be one twelfth (1/12) the annual contract amount and shall be broken down on a per building cost. If necessary, at the commencement or termination of this contract, payment shall be made for any fractional part of a month's service at the rate of one-thirtieth (1/30) of a monthly charge for each day of service rendered. Payments of bills which were incurred by the College as a result of misuse of equipment, negligence, etc., and not covered under this contract due to normal wear and tear, will be paid on an individual basis as incidents occur and should be invoiced separately from normal monthly charges. The Contractor shall submit to the College itemized invoices indicating the date, location and a brief description of each service performed.

## **BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

## **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  
M Building  
620 N Emerald Road  
Greenwood, S.C. 29646**

## **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

## **QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

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

1. History of Business
  - Years in business
  - A complete description and location of his nearest service
2. Personnel
  - Name
  - Length of time employed
  - Experience
3. Service and Warehouse Facilities
  - Inventory
4. Five (5) references of elevator service for the last two (2) years
5. Description of Maintenance program
6. Financial Report
  - Current Annual Report or Certified Financial Statement
7. Copy of Insurance Certificate
8. Certification of training and competent of employees

**Note:** See detailed information in Section V, Qualifications

## INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations. [04-4010-1]

### MINORITY PARTICIPATION (JAN 2006)

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

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

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

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

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

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## V. QUALIFICATIONS

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

**Bidder shall therefore furnish the following (complete separate section) for evaluation purposes with his bid:**

A statement that he is regularly (to include number of years) engaged in the business of installing and/or serving elevators of the type and character of equipment covered by these specifications.

A complete description and location of his nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items:

A list, including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.

An outline of service and warehousing facilities, including the quantity of spare parts, equal to or better than original manufacturer's spare parts, on hand of the same type and specifications as used on the elevators covered in these specifications.

Offeror agrees to allow the inspection of these facilities by Piedmont Technical College personnel.

A list of five (5) references of elevator service contracts during the last two (2) years.

A description of any other factors concerning the bidder maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in safe, dependable manner.

Piedmont Technical College reserves the right to request a copy of the current annual report or certified [financial statement prepared by a Certified Public Accountant, indicating financial capability to furnish the elevator maintenance specified. The information will be kept confidential.

All personnel employed by the Contractor in this work shall be duly trained and competent.

## **QUALIFICATION OF OFFEROR (JAN 2006)**

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

## **VI. AWARD CRITERIA**

### **AWARD BY ITEM (JAN 2006)**

Award will be made to one vendor for the entire bid. [06-6005-1]

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **CALCULATING THE LOW BID (JAN 2006)**

In calculating the low bid, the price of your annual maintenance, less any included initial warranty period, will be considered. [06-6050-1]

### **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]

### **UNIT PRICE GOVERNS (JAN 2006)**



In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

### **BANKRUPTCY (JAN 2006)**

(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 five (5) 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. [07-7A005-1]

### **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 (JAN 2006)**

(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) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

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

### **NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

### **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 tele x, 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]

### **PAYMENT (JAN 2006)**

(a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

### **PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by Piedmont Technical College employees, or include the college 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 college, 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 college. It shall be solely the College'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 college to contractor, contractor shall be liable to the college 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 thereof. 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 College 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 college's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

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

**Unless otherwise specified, all service deliveries shall be made to the following address:**

**Piedmont Technical College  
Building M  
620 Emerald Road  
Greenwood, SC 29646**

### **Bidding Condition of Price**

Bid price must be fixed for the initial contract period, except the State shall be advised of, and receive the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten (10) days of its effective date. (TCC011)

## **Indemnification**

Piedmont Technical College, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the College or failure of the College to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid. (TCC051)

## **Insurance**

The Contractor shall, at his sole cost and expense, procure and maintain in full force and effect during the term of the contract:

1. Workman's Compensation Insurance covering all individuals engaged in any work under this contract. Insurance coverage must meet requirements of South Carolina laws regarding Workman's Compensation Insurance.
2. Contractor's Protection Liability insurance protecting the Contractor and any subcontractor performing work covered by the contractor from claims for damages for personal injury, including death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or any subcontractor, or by anyone directly or indirectly employed by either of them. The limits shall be \$100,000.00 property damage.
3. Comprehensive General Liability Insurance covering all operations and services under the contract with limits of bodily injury coverage of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence and a limit of property damage coverage of not less than \$500,000.00 per occurrence.
4. Comprehensive Automobile Liability Insurance including owner, non-owned and hired vehicle coverage and with the same limits of liability as specified for General Liability insurance, if operations and services under the contract involve the use or operation of automotive vehicles on the State's premises.

## **Service**

All bidders are required to have an adequate service organization with local service representative for the geographical area for which the bid is applicable. The service representative should be employed by the bidder or designated by him as his authorized representative on a full time basis and not as a subcontractor. (TCC091)

## **Term/Option to Extend:**

INITIAL CONTRACT PERIOD: DATE OF AWARD AND CONTINUING THROUGH ONE (1) YEAR.

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed four (4) additional one (1) year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the Procurement Office of its intention in writing ninety (90) days prior to the anniversary date.

## **Price Adjustment Based On Contractor's Cost**

Any request for price increase must be submitted in writing to the Procurement Office at least ninety (90) days prior to the automatic renewals date. (Price increases will only become effective if approved in writing by the Procurement Office). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Contract Administrator.

## **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 college 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 college 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]

## **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

## **DEFAULT (JAN 2006)**

(a) (1) The college 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) Piedmont Technical College'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 college 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 college 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 college 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 college may require the Contractor to transfer title and deliver to the college, 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 college has an interest.

(f) Piedmont Technical College 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 college, be the same as if the termination had been issued for the convenience of the college. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the college, 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 college in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

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

[Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **PURCHASING CARD (JAN 2006)**

If this procurement is an authorized Purchasing card purchase, Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the college. 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 college 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 college 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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the college 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]

## WARRANTY -- ONE YEAR (JAN 2006)

Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Agency Req.: 22566					
Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
1	9101310100	12	MONTH		
<b>Description:</b> Elevator Maintenance & Repair Services for Piedmont Technical College.					

Elevators to be serviced are as follows:

<b><i>Serial No.</i></b>	<b><i>Building Location</i></b>	<b><i>Manufacturer</i></b>
2400055	Building D	Dover
2400035	Building E	Dover
2400111	Building K	Dover
2400128	Building F	Dover
2400150	Building C	Schindler
2400129	Building A	Dover

**TOTAL MONTHLY CHARGE (6 elevators) \$ \_\_\_\_\_)**

For agency information, bidders must supply the following rates for services not covered under this contract:

Normal labor rate: \$ \_\_\_\_\_/hour

Overtime labor rate: \$ \_\_\_\_\_/hour

**BIDDING SCHEDULE (NOV 2007)**

See schedule at the end of this document titled **Solicitation Line Item Schedule** [08-8002-1]

**IX. ATTACHMENTS TO SOLICITATION**

**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**

PLEASE SEE ATTACHMENT CONTAINING THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM. [09-9005-1] on page 30.



## OFFEROR'S CHECKLIST (JUN 2007)

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

Review this checklist prior to submitting your bid/proposal.

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

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

[09-9010-1]



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

**I-312**  
(Rev. 5/7/04)  
3323

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

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

6. I hereby certify that the above named nonresident taxpayer is currently registered with

(check the appropriate box):

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

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

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

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

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

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

(Seal)

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

If Corporate officer state title: \_\_\_\_\_

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

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

