

 PIEDMONT TECHNICAL COLLEGE Best Value Bid	Solicitation: PTC-331 Security Services Date Issued: 09/28/2023 Procurement Officer: Brian K. McKenna Phone: 864-941-8314 E-Mail Address: mckenna.b@ptc.edu Mailing Address: Piedmont Technical College Procurement Office – 195A PO Box 1467 Greenwood, SC 29648
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DESCRIPTION: **SECURITY SERVICES**

USING GOVERNMENTAL UNIT: **PIEDMONT TECHNICAL COLLEGE – CAMPUS POLICE**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: PIEDMONT TECHNICAL COLLEGE PROCUREMENT OFFICE – 195A PO Box 1467 Greenwood, SC 29648	PHYSICAL ADDRESS: PIEDMONT TECHNICAL COLLEGE PROCUREMENT OFFICE – 195A 620 N. Emerald Road Greenwood, SC 29648
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SUBMIT OFFER BY (Opening Date/Time): **10/30/2023 2:00 PM** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/13/2023 10:00 AM** (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE (1) Original hard copy marked "Original" and THREE (3) PRICE Redacted hard copies marked "Redacted."** If submitting a redacted copy – See Section IV. Submitting Redacted Offers for instructions. **Initial here if NO redacted copy is necessary**_____

CONFERENCE TYPE: Non-Mandatory DATE & TIME: October 12, 2023 @ 10:00 AM (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Piedmont Technical College 620 North Emerald Road – Building L Greenwood, SC 29646
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AWARD & AMENDMENTS	Award is scheduled to be posted on 11/13/2023 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.ptc.edu/about/administrative-offices/procurement
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity (not tax-exempt) </div> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) </div> <div> <input type="checkbox"/> Other _____ <input type="checkbox"/> Government entity (federal, state, or local) </div> </div>	

COVER PAGE - PAPER ONLY (MAR. 2015)

PAGE TWO
(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> Payment Address same as Home Office Address </div> <div> <input type="checkbox"/> Payment Address same as Notice Address (check only one) </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> Order Address same as Home Office Address </div> <div> <input type="checkbox"/> Order Address same as Notice Address (check only one) </div>

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS : Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> In-State Office Address same as Home Office Address </div> <div> <input type="checkbox"/> In-State Office Address same as Notice Address (check only one) </div>

SOLICITATION OUTLINE

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

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

It is the intent of Piedmont Technical College (PTC) to solicit offers from qualified vendors and establish a contract to provide Security Services for the Main Campus in Greenwood, SC. Optional staffing may be considered for Laurens Campus in Clinton SC, Center for Advanced Manufacturing in Laurens SC and Newberry Campus in Newberry SC.

FUNDS NOT AVAILABLE (JAN 2006)

The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

MAXIMUM CONTRACT PERIOD -- ESTIMATED (MODIFIED)

Start date: **11/27/2023** End date: **11/26/2028**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01- 1040-1]

This is a one (1) year contract with four (4) one-year renewal options. The maximum contract life is five (5) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page.

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

YOU and YOUR means Offeror. [02-2A003-3]

AMENDMENTS TO SOLICITATION (MODIFIED)

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

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (MODIFIED)

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

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of

an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>. [02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every

page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest - CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

- (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
- (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

QUESTIONS FROM OFFERORS (FEB 2015)

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

All questions must be in writing and submitted via email to: mckenna.b@ptc.edu no later than **10:00 am** on **10/13/2023**. Title in subject line should read "PTC-331 Security Services." Questions received after this time will not be answered.

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

- (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

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

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19- 445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/prepare/types-of-disasters/severe-winter-weather/> or www.ptc.edu [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (PTC MODIFIED)

Piedmont Technical College is not accepting online or facsimile offers at this time. When you submit a paper offer or modification, the following instructions apply.

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

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

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

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 INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time:

10/12/2023 @ 10:00 AM (EST) Immediately followed by an optional site visit

Location of Pre-Bid/Proposal Conference: **Piedmont Technical College
620 North Emerald Road – Building L
Greenwood SC 29646**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract. [02-2B025-1]

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

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

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 (PTC MODIFIED)

The College picks up all mail from The US Postal Service once daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening.
[Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us,
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

SITE VISIT (MODIFIED)

A Non-Mandatory Pre-Proposal site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract. [02-2B165-1]

Date & Start Time:

10/12/2023 @ 10:00 AM – IMMEDIATELY FOLLOWING NON-MANDATORY PRE-PROPOSAL CONFERENCE

Location:

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

Site visits for the following locations will be made by appointment only:

Piedmont Technical College
Laurens Campus
663 Medical Ridge Road
Clinton, SC

Piedmont Technical College
Newberry Campus
1922 Wilson Road
Newberry, SC

Please email mckenna.b@ptc.edu to set up site visits

III. SCOPE OF WORK / SPECIFICATIONS

This specification covers services for furnishing all labor, materials, equipment, supplies and transportation necessary to provide security services at Piedmont Technical College

Security coverage is defined as prevention or loss of property or harm to personnel by monitoring for fire, theft, vandalism or unauthorized persons conducting themselves in an unsafe manner.

The successful contractor will provide 40 hours of weekly security coverage for the Greenwood, Laurens, and Newberry Campus locations. A minimum of one armed security officer (semi-automatic handgun and Taser) will be on campus during scheduled times.

Security Services will include the prevention of loss and or damage to property, averting harm or danger of harm to school personnel, students and clients located on school premises or immediate vicinity of school premises. This coverage will be acquired by strategically placing officers at entrance areas, having an officer patrolling the campus, conducting traffic control, providing additional security coverage during special events, and placing a supervisor in a centralized location with access to security monitoring equipment.

The security agency personnel shall report to the Director of Campus Police and Security or designee and shall be certified to carry special equipment, as mentioned above, when applicable. All defensive equipment, to be carried, including lethal and non-lethal will be at the discretion of the Director of Campus Police and Security.

The successful contractor must provide a minimum of twenty hours of site training for each new officer at site. The training instruction will be provided by onsite personnel/supervision. This additional training will include but, not limited to; college policies and procedures, locking and unlocking secure areas, familiarization of the property. Officers must be able to follow oral and written instructions.

The Contractor shall meet all of the requirements established by law for the operations of a private security business in the State of South Carolina; shall possess a current license issued by the State of South Carolina, Law Enforcement Division; and shall maintain a business office, located within a (200) two-hundred mile radius of Greenwood County, South Carolina. This business office shall be properly equipped and staffed to carry out all normal business functions; and shall establish any additional means as may be necessary to fulfill the terms and conditions of the written agreement.

The contractor must furnish a telephone number which will be answered 24 hours a day or return call within one hour of message for use while officer(s) is on duty. This number will be used to notify contractor of any problem encountered, i.e., complaint, failure of officer to report for duty, substitution of currently assigned officer, etc.

Contractor must have an adequate service organization with local service representatives for the geographical area as required in the solicitation with established office of one year or more and be within a 200 mile radius Greenwood County.

LICENSE/REGISTRATION

The Security Agency and security officers performing services pursuant to this bid package and specifications shall be licensed or registered in accordance with S.C. Code of Laws 1976 – Title 40, Chapter 18, Private Security and Investigation Agencies. In addition, when applicable, each security officer shall be required to maintain all certifications according to South Carolina law up to and including any additional requirements stated in this contract. Verification of compliance with the law shall be furnished upon request.

S.C. Code of Laws 1976-Title 40, Chapter 18

Private Security and Investigation Agencies

State of South Carolina

State Law Enforcement Division

P.O. Box 21398
Columbia, SC 29221

Contractor must verify past employment records, and conduct background investigations on all employees who will be used at Piedmont Technical College campus prior to their assignment. A copy of the background investigation will be given to the Director of Campus Police and Security within (10) business days of hire.

PREMISE SECURITY OFFICER DUTIES & RESPONSIBILITIES

The Contractor shall provide, at no cost to the College, such management, supervisory, and consultation services as may be required to initially establish a smooth running, efficient, professionally competent operation and work force. At the request of the College, such services shall include a complete survey of all facilities; equipment to be utilized, a total review of procedures involved in any operations with which security officers must be familiar; and will include written recommendations for any changes in security or safety measures the vendor deems necessary and warranted. All such recommendations shall be afforded handling as "confidential" information by the vendor. This requirement shall be a continuing process for the duration of the contract to include, at minimum, a review of all procedures every six months with the Director of Campus Police and Security or his designee. The site supervisor or the operations manager will be responsible for the orientation and training of all new officers.

The Contractor may, at any time, conduct post checks of their personnel by non-resident management personnel, provided the Campus Police and Security Director at the College is notified, in advance, of all such visits.

Duties performed shall include, but are not limited to; policing/patrolling the campus grounds, buildings and parking lots; opening buildings; securing the buildings; monitoring security systems; maintaining Campus Police and Security Department and security vehicles; posting notices, and other related duties as may be assigned.

The security officers assigned shall perform the following general security duties:

1. The contractor shall insure that security officers possess such basic skills as the ability to direct traffic, operate computers, file reports, control crowds, communicate effectively (orally and written), and deal with conflicts of visitors, students, faculty and staff.
2. Report any unusual incidents or hazardous conditions as soon as possible to representatives designated by the State and PTC. These may include, but not be limited to, operation of life-safety devices, assisting students, faculty, staff and visitors, fire, criminal activity, chemical spills, telephone outage, power outage, equipment malfunction, etc.
3. Submit written reports covering all incidents or hazardous conditions by the conclusion of each tour.
4. Perform all specific duties in accordance with bid requirements. These duties shall include, but not be limited to, inside patrol areas, work schedules, contact personnel, maintaining daily activity log and any other duties as may be specified in this bid package.
5. Officer personnel shall also perform any additional future duties which the State, PTC and contractor may agree upon in writing after these duties have been duly authorized in writing by proper authority. Such duties may include, but not limited to, monitoring of specific plant equipment and exterior security lighting, inspection of fire detection and control equipment, outside patrol areas which may require use of vehicle, traffic and crowd control, administering first aid, permanent assignment of security officers, etc.
6. The vendor's personnel are not authorized to accept service or civil action papers on behalf of PTC, its faculty, staff or students.

Coverage for Greenwood Campus

12:00pm – 10:00pm Monday – Thursday

Coverage for Newberry Campus

9:00 am – 6:00 pm Monday thru Thursday.

8:00 am – 12:00 pm Friday

Coverage for Laurens Campus and Laurens Center for Advanced Manufacturing

9:00 am – 6:00 pm Monday thru Thursday.

8:00 am – 12:00 pm Friday

Hours may change slightly during the year.

Schedule may change depending on the needs of the campus

Start & During Post:

- Receive radio, inspect radios for serviceability
- Receive cell phone, inspect cell phone for serviceability
- Check schedule board, weekly schedule sheets; pass down log, memos, emails, notes, etc.
- Check with Public Safety Director for any special instructions
- Complete Incident reports
- Monitor vending areas and canteen
- Overlap/coverage of shifts, as needed.
- Delivery of messages received by radio or cell phone to appropriate division.
- Ensure the facility is completely secured
- Ensure campus is empty
- Ensure all parking lots are empty

Patrol:

- Unlock doors/buildings based on class & meeting schedules
- Continuous checks of restrooms, hallways, and break areas
- Patrols will include the entire campus grounds, buildings and parking lots
- Monitor bookstore and areas around bookstore
- Ensure safety of employees that work in areas alone
- Security will pay particular attention to poorly lighted areas to ensure student safety
- Report any safety issues to maintenance staff
- Lock/Unlock gates

Parking Areas:

- Security will be visible in parking areas during critical time periods to deter any possible criminal acts.
- Ensure vehicles are correctly parked between lines
- No loud or boisterous music, drinking, loitering, etc.
- Check restricted parking spaces to ensure students and visitors are parking in the right areas.
- Security officers will pay particular attention to parking areas after dark.
- Issue parking violations

Lights:

- Security will check to ensure all lights are serviceable and in good working order.
- Required to notify maintenance of any problems with lights
- Turn on/off exterior lights for day and evening shifts if needed.
- Security may have to assist or be responsible for lights if they have to be turned on manually.

Security Systems:

- Answer/follow up on calls from security firm immediately.
- Coordinate arming/disarming of the system, reset alarms as needed (security codes, etc.)
- Contact/work closely with police, fire departments, etc.
- Must know when to coordinate the calling of a maintenance employee to return to campus for problem areas.
- Complete appropriate reports

Golf Cart:

- Keep in good condition
- Be able to make minor repairs/upkeep/maintenance

Flags:

- Raise/lower flags
- Monitor condition of the flags and replace as needed
- Especially monitor during bad weather

Fire & Tornado Drills:

- Work with college personnel during drills, may be assigned to areas to monitor lights, students, etc.

Assistance:

- To disabled students
- Visitors/general public
- May assist with boxes, items, etc.
- Make deliveries or pick up items as needed
- Communicate with weekend instructors.
- Delivery of emergency messages
- Be available to help/handle disciplinary problems with students & employees
- Give general information about the college to students and visitors
- Assist with the inventory of security supplies/equipment
- Assist students/visitors with calling for outside help with vehicle breakdown

Event Coverage:

- Registration, Instant admission throughout the year (at least one officer armed with TASER)
- Training of new officers (on site at least 20 hours)
- Graduations
- School visits
- Special events, dinners, large meetings, conferences, workshops, etc.
- Construction projects
- Handle special guests, airport, etc.
- Hazardous weather
- Community Campus visits

The Director of Campus Police shall be responsible for the direct supervision of all assigned officers through the designated contract representative at the premise to which this contract relates. Such representatives shall in turn be available at reasonable times to report to and confer with the designated representatives of PTC with respect to services.

The Contractor shall provide the necessary supervision to ensure that all agreed terms and conditions of the written agreement are carried out. Such supervision shall include a designated "operations manager" and a "working supervisor" to ensure prompt resolution of any problems which may arise. The designated operations manager will be the primary contact person between

the Campus Police and Security Director or his designee and the contractor.

The Contractor's working supervisor will be distinguished by quasi-military rank of lieutenant. This officer will be recognizable by attached shirt collar metal bars (one on each left and right shirt collar) as a single metal detachable bar resembling that of lieutenant which is used in the armed forces. The working supervisor shall work 1st shift Monday through Friday or as needed on other shifts and days of the week at a campus assigned by the Director of Campus Police.

The Contractor must provide the site supervisor along with the premise security officer on duty at each campus a cell phone (total of 3 cell phones) to contact the home office or a person of the security agency 24 hours a day, 7 days a week. Cell phones must be capable of downloading and operating Apple Apps. If the home office or contact person is not available when called a means of leaving a recorded message will be required and is subject to return the call within one-hour of recording.

The Contractor shall include, at a minimum, at least one (1) visit each month to the College campuses patrolled by contract Premise Security officers at times only to be announced to the Director of Campus Police and Security by a salaried, management individual of the vendor not assigned to the PTC campuses. Such visits shall include each of the shifts at least once each quarter and will include personal contact with a responsible management official of PTC at least once each month for the purpose of discussing any problems which may rise; the proper resolution of all such problems; and personal contact with employees of the vendor. A written report will be sent to the Campus Police and Security Director within three (3) business days of each visit indicating any and all results of the visit. Each visit will be logged on the daily log of the shift and campus visited for permanent record.

OFFICER MINIMUM and QUALIFICATION REQUIREMENTS, KNOWLEDGE, SKILLS, and ABILITIES

All security officers assigned to PTC campuses shall be required to carry a current South Carolina Security Officer Registration Card and "Miranda Right" card on his/her person at all times while on duty at PTC; and shall be required to produce such cards at any time, upon request, by designated management officials of PTC or any SLED agent. PTC shall retain the express right to request the vendor relieve and replace any officer who does not have the required cards in his/her possession; and the vendor shall be obligated to do so - at no expense to PTC - and with no interruption of services being provided.

Security officers must have a South Carolina driver's license unless otherwise approved by the Director of Campus Police and Security

A minimum of a high school diploma or equivalent GED education will be required of all officers

Assigned security officers must be in good physical health and condition, such as, being able to walk a mile in 13 minutes Or less and shall have no physical disability which restricts or impairs performance of duties and responsibilities normally expected of a security officer.

TRAINING REQUIREMENTS

A. Pre-employment orientation training:

The special hazards and responsibilities of private security work require that in addition to training mandatory by law for registration of personnel to serve in a security officer capacity, that the officer be trained in all aspects of the job on the contract he/she is assigned and in the rules and regulations within which he/she will be expected to respond and/or conduct themselves. PTC requires a strictly obeyed minimum of twenty (20) hours additional pre-employment training to consist of at least the following subject matter:

1. An explanation of rules, regulations, and powers of arrest as a security officer while conducting business; his relationships with other law enforcement officials; a general review of the types of duties he/she will be required to perform; and the restrictions/limitations placed on his authority by law and by PTC.

2. Provisions of the general orders and regulations that apply to security officers with specific reference to prohibited acts and proper conduct behavior.
3. Uniforms, Equipment, and Officer Appearance: PTC's expectations regarding care and use of the uniform, company policy regarding the purchase and maintenance of uniforms, inspections, and how they will be conducted.
4. Training Programs: An explanation of the types of security officer training meetings and programs; and indoctrination into the records to be maintained on each officer; and an insight into on-the-job training requirements.
5. Security Service Report Forms: Emphasis will be placed on the proper use, factual and accurate completion of all report forms required by the job, use and maintenance of emergency telephone listings.
6. Emergency Procedures: Who to call and under what conditions either vendor management personnel or PTC management personnel are to be called; who to call if police assistance or fire department assistance is required; and the general conditions which should be considered in an emergency.
7. Legal powers and limitations with regard to use of force, search of packages, handbags, etc. of employees of the school, its faculty, staff students and visitors including the summoning of police for assistance.
8. Premises Patrols: An explanation of the types and purposes of patrols of the premises, types of equipment and permanent time recording used by security officers during such patrols and their relationships to client insurance costs, and specific rules which govern the care and use of all such equipment.
9. Personnel and vehicle identification and control programs of all campuses controlled by PTC.
10. A quasi-military rank structure will be established for each officer below the rank of sergeant. An officer with less than twelve (12) months service assigned to PTC will hold the rank of officer and will not display any chevrons. An officer's anniversary of twelve (12) months service with PTC and including satisfactory work ethics along with proper knowledge and practices of the job will step up to rank of Officer First Class. An officer first class will be distinguished by a single metal stripe formed in a V-shape with the point of the V facing up. This chevron will be worn with one stripe attached to each shirt collar and is detachable.
11. Additional ranks may be added in the future by agreement requirements of this contract.

B. Basic Security Officer Registration Training:

Each officer assigned must have completed the formal classroom training required by law as a security officer. All such training will be considered a prerequisite for assignment to campus and shall be at no expense to the College. This training must encompass at least the following minimum areas of instruction.

1. Laws, Rules and Regulations:

- a. Legal Phrases and Definitions Criminal Law and Procedures of the Most Commonly Encountered Types of Crimes for Security Officers
- b. Laws Governing Arrest(s) and/or Detention
- c. Individual Rights and Freedoms
- d. Search and Seizure Laws and Procedures
- e. Crimes, Types of Crimes, Criminal Elements and the Distinction between a "felony" and a "misdemeanor"
- f. What Constitutes "probable cause" and "reasonable suspicion"
- g. Jeanne Clery Act
- h. Title IX as it relates to Jeanne Clery Act.

2. Property Protection and Patrol:

Officer will be introduced to the methods and procedures for making protective security patrols. Methods and skills, reporting requirements, ability to implement safety, fire protection, and bomb threat procedures established by PTC and the proper use of telephones and other client provided communications means.

3. Personal Skills:

- a. Report(s) Writing and Proper Preparation
- b. Conducting Interviews of Witnesses and Taking Statements
- c. Vehicle Traffic and Control Laws and Techniques
- d. Crowd Control
- e. Skilled in computer functions and programs: Microsoft Office, Word, Excel, and Outlook.
- f. Using proper communication skills (as defined by PTC)
- g. Proper procedures in communicating through two-way radio (as defined by PTC)
- h. Proficient in proper techniques to defuse conflict by use of verbal skills
- i. Proper handcuffing techniques and laws

4. First Aid and Special Problems:

- a. Basic First Aid, CPR, and AED Certification
- b. Handling of Juveniles
- c. Mental Disorders, Drugs, Alcohol Use, and Abuse
- d. Self Defense Measures

5. Fire Detection and Control:

- a. Principles of Fire Protection
- b. Fire Control
- c. Investigations
- d. Automatic Sprinkler Systems and Enunciator Panels (if applicable)
- e. Life Safety Devices

Additional Training

All officers assigned must be certified within thirty (30) days from the beginning of work on campus or be replaced with an officer who holds these certifications at no cost or interruption of service to the college. The officer's current CPR and basic first aid cards will be inspected by the Campus Police and Security Director in order to establish if the officers are current in the needed certifications.

The contractor shall furnish training of any applicable laws which would affect the college environment, blood Borne pathogens, hazardous waste, and computer operations and Microsoft programs. Each certification that necessitates recertification by SLED or South Carolina law shall be furnished by contractor within the prescribed time. If training involves certification and does not involve recertification, an annual recertification will be required by PTC and furnished by contractor. Any recertification's not required by law, at the discretion of the Director of Campus Police and Security, can be reestablished to require training more or less than annually or remove requirement of some training completely.

The vendor shall pay all registration fees, (SLED, FIRST AID, etc.) including employees' portion, postage for administrative matters associated with the written agreement and all training fees for employees of the vendor.

All officers MUST successfully complete the four hours SLED Premise Training Program administered by a certified Premise training officer. All officers who drive security vehicles will have received a nationally certified driver safety course prior to driving the security vehicles and be clear of the mandated requirements by the state of South Carolina. They may receive the AAA Drivers Training Program used by the college as a nationally certified training program.

To gain a better understanding of the operations of PTC it will be necessary for the first level supervisor operating as the "Operations Manager" or off-site manager to undergo premise security training the same as a premise security officer hired to work for PTC. This training will be successfully completed by the "Operations Manager" within the first 30 days of the

contract and if this individual is moved or replaced the new person in this position will be required to undergo the same training as described. This training qualification is also required of any off-site officers which will be utilized as additional manpower in employee shortages. All training referred to in this paragraph will be the responsibility of the vendor for compensation to the employee.

Training Officer

The contractor shall furnish training programs of Jeanne Clery Act, Title IX as it relates to Jeanne Clery Act. TASER weapons, firearms, handcuffing, search and seizure along with any applicable laws which would affect the college environment, blood Bourne pathogens, hazardous waste, first aid, CPR and computer operations. Each certification that requires recertification by SLED or South Carolina law shall be furnished by contractor within the prescribed time. If training requires certification and does not require recertification, an annual recertification will be required by PTC and furnished by contractor. All recertification will be performed on or before the anniversary date of expiration. Any recertification's not required by law, at the discretion of the Director of Campus Police and Security, can be reestablished to require training more or less than annually or remove requirement of some training completely

A certified company training officer must meet all requirements for such officers as established by law and be recognized by the S.C. State Law Enforcement Division. Such Officer must have attended a training seminar conducted by SLED of at least forty (40) hours and shall be required to attend refresher or update training as may be required by SLED. Training officer will be certified by a Master Trainer for TASER training to certify required officers. All certifications must be current and up to date when conducting such training.

As an alternative to the above paragraph, and as permitted by Law, the contractor may obtain such training services from an outside source, provided all other conditions are met; all costs incurred are borne by the contractor; and the training provided meets or exceeds the standards established for said training.

The contractor shall not accept any training provided by any person employed in an employer/employee relationship and utilized in connection with the employer's business in lieu of any training required by Law and the rules established by the SC Law Enforcement Division. No such training shall be recognized by the vendor or the Division, unless such employer is a properly licensed security business and person conducting such training be a duly registered, certified training officer who has successfully completed the required seminar.

Training Records

A current formal training record on each officer assigned shall be established and maintained to formally document all training provided. Such records shall include training required by law for registration by SLED, all weapon qualifications training and any specialized training the officer has received. All such training records shall be made available to PTC upon request.

All officers certified to carry firearms and Tasers shall be positively identified, in writing, to the Campus Police and Security Director at PTC as being certified whether or not he/she is permitted to carry a firearm and Taser while on duty at the College.

OFFICER SCREENING

Prior to acceptance by PTC, the Campus Police and Security Director must have the option to interview and willing to accept any person proposed for assignment by the vendor.

All officers will be tested on a regular periodic basis for illegal drug use. The minimum drug screening requirement is the US Department of Health & Human Services 5-panel DOT screening. The first test will be given prior to assignment to Piedmont Technical College and periodic testing at minimum of one test per year per officer. The test will be administered by a 3rd party who is not employed by the contractor. A copy of documentation will be furnished to the Director of Campus Police and Security within ten (10) business days of security contractor's receipt of test results. Information furnished will identify the

person tested, date and time of test, test results of positive/negative.

The contractor shall submit documentation that officers assigned to this contract have met acceptable standards through a structured screening, testing and interviewing process for the following:

1. Employment history from age 18 or last 10 years that reflects strong work ethics, above average performance, initiative, sound judgment, policy and procedure, compliance, competency, and credibility.
2. Educational credentials as required for the specified positions verified by the Director of Campus and Security.
3. Criminal records check through SLED and a nationwide background check, at a minimum, must include federal, state, and county records for all states where the Contractor's employee has resided. Additionally, a sex offender registry check must be conducted with a positive or negative result reported to the Director of Campus Police and Security within 10 days of employment at PTC.
4. Driving records check for last 10 years
5. U.S. citizenship
6. Literacy

All security officers provided shall be employees of the security agency. Each security officer of the vendor shall meet or exceed the standards of competency, proficiency, character, and integrity required by law in Section 40, Chapter 18, Private Security and Investigation Agencies, as amended, and all persons employed shall be likewise registered by the South Carolina Law Enforcement Division. All security officers assigned to Piedmont Technical College must have a current, valid, South Carolina Driver's License and will be required to operate a standard passenger vehicle as prescribed by the college.

Code of Conduct

All security officers assigned shall be bound at all times by a code of conduct which strictly regulates their personal appearance, conduct, attitude and contact with people. Additionally, all security officers assigned to PTC shall be bound by a code of professional ethics designed to protect both the trade secrets and public image of the college. Such codes shall positively insure that assigned personnel maintain a sharp, professional, courteous, competent, and authoritative manner without creating any unnecessary friction with students, faculty members, staff and visitors.

Polygraph Test

At the discretion of PTC, the vendor may be required to administer a standard pre-employment polygraph test on all new security officers assigned to the College. In such cases, the vendor will be required to certify the results of such examinations, in writing, to the College. All such polygraph tests shall be billed to PTC at actual cost, as additional services.

Security officer's involvement or suspected involvement in any allegation or misrepresentation will necessitate that he submit to polygraph testing. If found culpable or the officer resigns under suspicion and/or facts warrant their dismissal of said allegations or misrepresentation the vendor will be liable for all costs associated with the polygraph test.

UNIFORMS, EQUIPMENT AND SUPPLIES

Uniforms

The Contractor must supply all security officers assigned with the appropriate and complete uniforms, nametags, raincoats, hats, jacket, gloves, duty belt, belt keepers and any special safety equipment required in the performance of their duties.

All contractors' uniforms must be clearly distinguishable from that of an official law enforcement officer. All uniforms will be provided with consistency in color and design. As an example: vendor discontinues uniform color, all officer uniforms must be replaced to maintain identical attire. The Director of Campus Police and Security will approve the desired officer's attire and strictly control and regulate the replacement of worn, torn, ragged, or otherwise unserviceable uniform items and items of individual equipment on a repetitive and continuing basis as necessary to maintain the highest possible standards. PTC shall retain the express right to approve or disapprove all uniforms and equipment for officers assigned to the College and to request

vendor to relieve and replace any officer who does not meet the required standards at no expense to the College and with no interruption of services being provided.

The minimum uniform clothing items for full-time security officers assigned to the campus of PTC shall be of good quality and consist of:

3 long sleeve shirts	1 lightweight jacket
3 short sleeve shirts	1 winter coat
3 pairs of uniform pants	
1 2 ½" black leather duty belt with buckle	4 black leather belt keepers with chrome double snaps
1 hat	1 ¾ length raincoat, yellow in color ANSI/ISEA 107-2015, Type P apparel, Federal standards high visibility reflective stripes

The minimum uniform clothing items for part-time security officers assigned to the campus of PTC shall be of good quality and consist of:

2 long sleeve shirts	1 lightweight jacket
2 short sleeve shirts	1 winter coat
2 pair of uniform pants	
1 2 ½" black leather duty belt with buckle	4 black leather belt keepers with chrome double snaps
1 hat	1 ¾ length raincoat, yellow in color ANSI/ISEA 107-2015, Type P apparel, Federal standards high visibility reflective stripes

The Contractor's site supervisor will be responsible for any and all equipment provided by the vendor for the officer's use while on duty at PTC.

The above items of uniform clothing are to be furnished to the security officers upon their assignment and the season. These items of uniform clothing shall be furnished at no cost to the officer, including the replacement of worn, torn, or ragged uniforms. The decision to wear long or short sleeve shirts will be left to the Campus Police and Security Director.

The prescribed items of equipment for officers assigned shall be handcuffs with open top holder; flashlight, flashlight holder, glove pouch, security officers metal badge, individual name tag; and company identification patches on each shoulder of all uniforms. When the U.S. flag is worn on the uniform in place of a company identification patch it will be securely attached to the right shoulder with the stars toward the front followed by the stripes. The company identification patch must be worn on the left shoulder. All items of equipment shall be as closely matched as possible to insure uniformity of dress. All attire will be approved by the Director of Campus Police and Security.

The Contractor will purchase and maintain a TASER for each officer assigned to PTC, manufactured by "TASER International" or equivalent with approval of PTC and Director of Campus Police and Security, model 26014 - X26P Black /Black grip plates with right hand Blade-Tech Tek-Lok holster an additional left hand holster will be furnished, if needed. Each TASER will be equipped with model 26750 TASER Cam Audio/Video recording for enhanced accountability. A stock of no less than three (3) model 44203 25ft. XP (Extra Penetration) air cartridges per TASER will be maintained and available within PTC Campus Police inventory for use at all times. All model 26737 TASER Cam USB Download Kits will be furnished by contractor to the Director of Campus Police and Security and for legal and evidence purposes will remain in his possession. Only persons approved by the Campus Police and Security Director will have access to the download kits and downloading of TASER Cams. TASERS and all related equipment must be maintained to meet all manufacture's standards and must go through a complete manufacturer's reconditioning of said equipment at a minimum of every five (5) years.

It is the desire of the college that Premise Security Officers not carry or use mace, or pepper spray. All officers shall be trained

and certified to carry handcuffs, firearms, and Tasers, furnished by the contractor. Additional training/certifications may be afforded to specific officers, as needed.

Administrative Supplies & Communication Equipment

PTC will provide all incident report forms, logbooks, investigation report forms, check off sheets and other forms which are used by PTC's Department of Campus Police and Security. All forms required by the contractor will be provided by contractor.

PTC will furnish radios, which are preset for the College frequency for use by Campus Police personnel. Communications equipment will be inventoried each shift.

Vehicle

The Contractor shall provide and maintain (oil, fuel, etc.) a like new compact pick-up truck two years in age or newer and when placed in service, will have mileage of 35,000 or less. The vehicle will be assigned to the Laurens County Campus. Vehicle will be used to transport the premise security officer assigned to that location for travel to and from the Center for Advance Manufacturing while on security detail. The vehicle may be used occasionally for additional assignments designated by the Director of Campus Police and Security. Automobiles will be licensed and insured to operate on streets and highways of the state.

The Contractor shall provide and maintain (oil, fuel, etc.) a like new compact pick-up truck two years in age or newer and when placed in service, will have mileage of 35,000 or less. The vehicle will be assigned to Greenwood County Campus. Vehicle will be used to transport the premise security officer assigned to that location for travel to and from campus locations and patrolling the Greenwood Campus. The vehicle may be used occasionally for additional assignments designated by the Director of Campus Police and Security. Automobiles will be licensed and insured to operate on streets and highways of the state.

- Warning Lights and Signage

Truck will be equipped with warning lights and signage and will be approved by the Director of Campus Police and Security before placing into service. Signage will identify, by name and logo, the vendor. Additional signage will be placed on vehicles and to include wording of "Piedmont Technical College".

- Maintenance of Trucks

An account or credit card will be setup/furnished by the vendor and assigned to the vehicle located at the Greenwood Campus for fuel, oil, and cleanliness to include maintenance as needed through a service plan. This will be established to provide safe operations for each unit and maintain cleanliness of the same. All maintenance will be performed using the equipment service recommendations and units will be cleaned bi-weekly or more often as needed. Account or credit card use must be approved by the Site Supervisor.

An account or credit card will be setup/furnished by the vendor and assigned to the vehicle located at the Laurens Campus for fuel, oil, and cleanliness to include maintenance as needed through a service plan. This will be established to provide safe operations for each unit and maintain cleanliness of the same. All maintenance will be performed using the equipment service recommendations and units will be cleaned bi-weekly or more often as needed. Account or credit card use must be approved by the Site Supervisor.

WAGE STANDARDS/BENEFITS

The contractor must provide all wages, vacation/holiday pay, insurance, and taxes (including Social Security taxes, Federal and State unemployment insurance taxes, worker's compensation and other required taxes). The contractor must provide worker's compensation insurance on its employees even if it is not required by law.

It is requested that current officers and supervisors be given priority in hiring of personnel. Contract must carry over their existing benefits package (vacation/sick leave, medical, etc.) of equal or greater value without interruption of contract change.

The contractor shall provide all wages in accordance with pay scales below:

Wage Standards

Entry Level Pay Scale (Minimum Acceptable Hourly Rates)

- | | |
|------------------------------------|----------------------------------------------|
| a) Security Officer | Hourly Rate \$9.00 / Hr. above minimum wage |
| b) Security Officer First Class | Hourly Rate \$10.50 / Hr. above minimum wage |
| c) Security Supervisor, Lieutenant | Hourly Rate \$12.00 / Hr. above minimum wage |

Full time employees (defined as recurring forty (40) hours or more per week) of the vendor shall not work at any other location serviced by the vendor.

ADJUSTMENT OF SERVICES

PTC reserves the right to adjust the number of security officers, duty schedule or locations as may be deemed necessary during the contract period. The hourly cost per security officer shall be utilized to obtain the change in contract price resulting in adjustments in service. Additional Officers may be needed for special events such as graduation, registration and special functions for PTC.

It will be the responsibility of the vendor to maintain a pool of applicants for employ. When officers are lost pre-trained officers within the vendor's company and not normally assigned to PTC will be made available within 24 hours of this loss. Permanent replacement employees will be in position and receiving training within 10 business days of the lost staff member.

Occasionally, manpower may be reduced through attrition or similar acts. During these times, the vendor will have pre-trained personal which can be assigned to the college campus until additional personnel can be hired and trained for permanent assignment to the college. These pre-trained personnel will consist of employees within the vendor company and which do not normally work for PTC. Premise security officers assigned to PTC will not be used to make up lost hours through staff reductions unless agreed to by the Director of Campus Police and Security. If vendor is unable to meet this need, PTC may use another security company, of their choosing, in a short-term contract to assist in the proper staffing of officers. This should only be used when all other means have been exhausted. If these steps are implemented it will be the primary vendor's responsibility to cover all costs above contract price per hour for these additional officers. These costs will include hours worked, training of officers, or any other expenses incurred by the college. Additional fees may be passed on to the primary vendor at a rate of \$75.00 per hour for man-hours used in finding needed security officers. PTC will only compensate actual costs of sub-contracted vendor up to actual costs of primary contract. Example: if sub-contract costs are less than the primary contract for hourly rates, PTC will pay the lesser costs.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

Lot 1:

Piedmont Technical College
620 North Emerald Road
Greenwood SC 29646

Lot 2:

Piedmont Technical College
Laurens Campus
663 Medical Ridge Road
Clinton, SC

Lot 3:

Piedmont Technical College
Newberry Campus
1922 Wilson Road
Newberry, SC

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

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

1. Approach/Methodology
 - a. Cover Letter
 - b. Provide a technical narrative that outlines in detail, in addition to specific requirements above, how you plan to deliver on the requirements outlined in Section III.
 - 1) Provide technical information/staffing plan that addresses how offeror proposes to accomplish the services included in the specifications. Include number of employees, job titles, ranks, shifts, supervisors and supervisory structure.
 - 2) Provide a list of suggested equipment for the Lex Walters Campus and each County Campus. This equipment list shall include but, is not limited to security vehicle (color, type, brand, make, model). Provide intended markings for vehicles to designate "SECURITY", yellow security lights (type, type mounting, brand, flashing, rotating, oscillating, strobe, LED, halogen, etc.) must be capable of being seen at least 500 feet in normal sunlight on level ground. TASERS and TASER holsters (brand, make, type, model, color) manufactured by TASER International or equivalent, handcuffs shall be equal to or greater quality than Smith & Wesson model M-103 (all handcuffs must operate by the same key series as S&W model M-103 for uniformity) a handcuff pouch or holder (belt type and open top) for each officer.
2. Qualifications, Experience and Training Plan
 - a. Provide a detailed plan for qualifications and experience of personnel including any affiliations or applicable certifications.
 - b. Provide details on past experience for contracts held of similar scope to this contract. This is NOT references, but details showing capabilities to perform this similar size and scope contract.
 - c. Provide projected schedule for in-house training program that details training activities, update and/or refresher training for officers which shall encompass at least the minimum areas of instruction.
3. Price Proposal
 - a) Pricing must be provided on the Bidding Schedule Pricing.

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

1. Security staff shall have a minimum of five (5) years' experience in security services certified by SLED as premise security and shall provide evidence of this experience.
2. The offeror and its officers must be licensed and registered in accordance with current requirements of the SC code of Laws and SLED Regulations to provide security services.

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

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (e) A list of every South Carolina public body for which supplies, or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]
- (f) List of failed projects, suspensions, debarments, and significant litigation.
- (g) Dun and Bradstreet Report, if applicable [05-5015-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BEST VALUE BIDS (JAN 2006)

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

AWARD BY LOT (Modified)

Award will be made by complete lot(s). All lots may not be awarded.[06-6015-1]

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

EVALUATION FACTORS -- BEST VALUE BID (JAN 2006)

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

- | | |
|-------------------------------------------------|------------|
| 1. Price Proposal | 60 Percent |
| 2. Approach/Methodology | 20 Percent |
| 3. Qualifications, Experience and Training Plan | 20 Percent |

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

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

[07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

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

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

under this contract.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

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

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

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1year, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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

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

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

supplies or services;

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

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

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

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

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

LOT 1: PTC – MAIN CAMPUS

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	2080.000	Hours		
Product Catg.: 99078 - Security Services				
Item Description: One (1) Security Officers				
Tendering Text: Provide security services of one officer from 1200 hours to 2200 hours Monday - Thursday in accordance with terms, conditions, and specifications. Hours and days may vary as needed.				
Internal Item Number: 1				

LOT 2: PTC - Laurens Campus and PTC - Center for Advanced Manufacturing

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	2080.000	Hours		
Product Catg.: 99078 - Security Services				
Item Description: One (1) Head Officer in charge				
Tendering Text: Provide security services of one officer designated as “Supervisor” 0900 hours to 1800 hours, Monday – Thursday and 0800 – 1200 Friday in accordance with terms, conditions, and specifications. Hours and days may vary as needed.				
Internal Item Number: 2				

LOT 3: PTC – Newberry Campus

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	2080.000	Hours		
Product Catg.: 99078 - Security Services				
Item Description: One (1) Security Officer				
Tendering Text: Provide security services of one officer designated as “Supervisor” 0900 hours to 1800 hours, Monday – Thursday and 0800 – 1200 Friday in accordance with terms, conditions, and specifications. Hours and days may vary as needed.				
Internal Item Number: 3				

PTC CAMPUS MAP

MAP LEGEND

- A: Administration Building
- B: Enrollment Center
- C: Conference Center
- D: Student Center
- E: Engineering & Industrial Technologies
- F: General Education
- G: Business Technologies
- GA: Continuing Education
- GC: Cardiovascular Technology
- GH: Horticulture Complex
- GU: O'Dell Center for Manufacturing Excellence
- H: Health Sciences
- J: Central Energy Building
- K: Library/Learning Resources Center
- L: Maintenance Training Building
- M: Automotive/Facilities Management
- N: James Medford Family Event Center
- Q: Grounds/Maintenance
- QA: Material Warehouse
- R: Building Construction Technology
- S: Nursing/Science
- T: HVAC Technology
- V: Funeral Service/Community Educational Building
- X: Training Building

PARKING LOTS

- 1: Student Parking
- 2: Student Parking
- 3: Student Parking
- 4: Faculty/Staff Parking
- 5: Student Parking
- 6: Student Parking
- 7: Student Parking
- 8: Student Parking
- 9: Faculty/Staff Parking
- 10: Student Parking
- 11: Student/Event Center Parking
- 11A: Student/Event Center Parking
- 11B: Student/Event Center Parking
- 12: Student Parking
- 12A: Student Parking
- 12B: Student Parking
- 13: Student Parking
- 14: Student Parking
- 15: Student Parking
- 16A: Student Parking
- 16B: Student Parking
- 16C: Student Parking

William H. "Billy" O'Dell Upstate Center for Manufacturing Excellence

Reynolds Park Drive

South Emerald Road

North Emerald Road

Dublin Road

Cardinal Health

Lonza

Handicapped Parking

Elevator

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>

[09-9005-4]

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

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

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