



Invitation for Bid

Solicitation Number **IFB-2412**
 Date Issued **03/03/2023**
 Purchasing Officer **Paul MacDonald**
 Phone **(843) 661-1134**
 E-Mail Address **pmacdonald@fmarion.edu**

DESCRIPTION: **Provide Elevator Maintenance and Repair Services for Francis Marion University**

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): **04/03/2023 at 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **03/17/2023 at 2:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, and one (1) copy on USB as specified in Section II-B**

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.

MAILING ADDRESS:
**Francis Marion University
 Purchasing Office
 P.O. Box 100547
 Florence, SC 29502-0547**

EXPRESS SHIPPING ADDRESS:
**Francis Marion University
 Central Receiving
 4822 E. Palmetto Street
 Florence, SC 29506**

HAND-DELIVERY:
**Francis Marion University
 Purchasing Office (Room 102)
 Stokes Administration Building
 4822 E. Palmetto Street
 Florence, SC 29506**

CONFERENCE TYPE: **A Highly Recommended Site Visit**
 DATE & TIME: **03/16/2023, 2:30 PM EST**
As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

LOCATION: **Facilities Management /
 Campus Police Building on the campus
 of Francis Marion University.**

AWARD &
 AMENDMENTS

Notice of Intent to Award will be posted at the Physical Address stated above on **04/03/2023**. The award, this solicitation, and any amendments will be posted at the following web address:
<http://www.fmarion.edu/about/solicitationsawards>

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

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Sole Proprietorship
 Partnership
 Corporation (tax-exempt)
 Corporate entity (not tax-exempt)
 Government entity (federal, state, or local)
 Other _____

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION
 (If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
 (See "Taxpayer Identification Number" provision)

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)	
	_____ Address	
	_____ Area Code - Number - Extension	_____ Facsimile
	_____ E-mail Address	

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
---	----------------------	----------------------	----------------------	-------------------------

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

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

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

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

The purpose of this Contract is to secure for the University expert operation, preventive maintenance and repair service for elevators and related equipment. The service required will be characterized by reliable operation; equipment and systems which are kept in fine-tuned condition by appropriate repairs, maintenance, calibration and adjustments for peak effectiveness; and responsiveness on the part of the Contractor when any repair or adjustment is needed.

FMU is located east of Florence, South Carolina, and is a co-educational four-year university with an approximate enrollment of 4,000 students.

The term of the contract is for one (1) year with up to four (4) additional one-year optional renewal terms and is expected to begin **5/6/2023**.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 05/06/2023 End date: 05/05/2028. 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]

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 CONSTRUCT 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 to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract." WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

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 (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no

liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render,

in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (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]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (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]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

[02-2A095-2]

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]

VENDOR REGISTRATION MANDATORY (JAN 2006):

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>)<http://www.scbos.com/default.htm> [02-2A145-1]

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]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

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

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any 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]

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]

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (FMU March 2023):

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

solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

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

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

- (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
- (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (FMU FEB 2023):

In addition to your original offer, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

MAIL PICKUP

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

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent or forty percent of bidder's total bid price. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped.

[11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

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

(a) by email to protest mmo@mmo.state.sc.us

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

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

[02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

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

Note Regarding Site Visit:

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location [see cover page of this document for details]. 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.

Site Visit Date & Start Time: (Non-mandatory – But **highly recommended** – **See Cover Page for Date, Time, & Location**). A highly recommended site visit will be held to assure a complete understanding of the project. This visit is scheduled to begin promptly at the time and place described on the cover page of this document. Please visit our website at www.fmarion.edu for directions or call the Buyer at (843) 661-1134 for additional information.

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY / PERFORMANCE LOCATION – SPECIFIED JAN 2006): After award, all deliveries shall be made and all services provided to the following addresses, unless otherwise specified:

**Francis Marion University
Main Campus
4822 East Palmetto Street
Florence, SC 29506**

**FMU Performing Arts Center
201 South Dargan Street
Florence, SC 29506**

**Griffin Athletic Complex
191 Harlan G. Hawkins Drive
Florence, SC 29506**

**Carter Center for Health Sciences
200 West Evans Street
Florence, SC 29501**

**Leatherman Medical Education Complex
201 West Evans Street
Florence, SC 29501**

The University may add properties at a later date(s) upon which elevator(s) may exist. All added elevators will be included in this contract.

Offeror must comply with the following and any attached specifications in providing the goods or services defined herein:

FRANCIS MARION UNIVERSITY

ELEVATOR OPERATION MAINTENANCE AND REPAIR SERVICE CONTRACT SPECIAL CONDITIONS AND REQUIREMENTS

TABLE OF CONTENTS

PART 1 - GENERAL

- 1.1 PURPOSE**
- 1.2 ACCEPTANCE**
- 1.3 LICENSES**
- 1.4 SUBCONTRACTING**
- 1.5 DEFINITIONS**
 - 1.5.1 Purchase Documents
 - 1.5.2 University
 - 1.5.3 Contractor
 - 1.5.4 Work
 - 1.5.5 Maintain
 - 1.5.5.1 Maintenance of Various Elevator Makes / Models

- 1.5.6 Include
- 1.5.7 Equipment
- 1.5.8 Problem
- 1.5.9 Emergency
- 1.5.10 Normal Workday
- 1.5.11 Satisfactory, Approved, etc.
- 1.5.12 Practicable

PART 2 - EQUIPMENT

2.1 EQUIPMENT INCLUDED

- 2.1.1 Elevator List
- 2.1.2 Power Wiring and Wiring Accessories

2.2 EQUIPMENT EXCLUDED

- 2.2.1 Car Enclosure
- 2.2.2 Elevator Room

2.3 LIST OF ELEVATORS INCLUDED

PART 3 - SERVICES

3.1 SERVICES INCLUDED

- 3.1.1 Basic Services
 - 3.1.1.1 Painting
 - 3.1.1.2 Housekeeping
- 3.1.2 Additional Services
- 3.1.3 Maintenance of Additional Elevators

3.2 SERVICES EXCLUDED

- 3.2.1 Painting
- 3.2.2 Housekeeping
- 3.2.3 Single Bottom Elevators
- 3.2.4 Underground Hydraulic Piping and Cylinders

3.3 STANDARDS

- 3.3.1 ANSI A17.1 - Safety Code for Elevators and Escalators
- 3.3.2 ANSI A17.2 - Inspection Manual for Elevators and Escalators
- 3.3.3 ANSI A17.3 Safety Code for Existing Elevators and Escalators
- 3.3.4 S.C. Code of Laws 1976 - Title 41, Section - South Carolina Elevator Code
- 3.3.5 S.C. Elevator Code and Regulations
- 3.3.6 Performance Requirements

3.4 RESPONSIVENESS

PART 4 - CONTRACT MANAGEMENT AND EXECUTION

4.1 CONTRACTOR EMPLOYEES

- 4.1.1 Qualifications and Characteristics
- 4.1.2 Primary Contractor Employee
- 4.1.3 Additional Contractor Employees or Specialists

4.2 EXECUTION OF THE WORK

- 4.2.1 Periodic Maintenance (Monthly)

- 4.2.2 Responsiveness Requirements
 - 4.2.2.1 Emergency Service
 - 4.2.2.2 Non-Emergency Service to Rectify Problem
 - 4.2.2.3 Periodic Services
 - 4.2.2.4 Other Services
- 4.2.3 Safety and Other Work Practices
- 4.2.4 Troubleshooting
- 4.2.5 Corrective Action
- 4.2.6 Testing
 - 4.2.6.1 Tests to Be Conducted
 - 4.2.6.2 Test Results
- 4.2.7 Consultations
- 4.2.8 Replacement Parts
- 4.2.9 Contractor's Storage
- 4.2.10 Disposal of Hazardous Waste

4.3 COORDINATION WITH THE UNIVERSITY

- 4.3.1 Requirements
- 4.3.2 Monthly Reporting

PART 5 - ADMINISTRATION

5.1 COORDINATE THROUGH DIRECTOR OF FACILITIES MANAGEMENT

5.2 PROVIDE SCHEDULE OF PERIODIC SERVICES

5.3 PAYMENT

- 5.3.1 Invoices
- 5.3.2 Basic Services
- 5.3.3 Additional Services
- 5.3.4 Rescheduling for University's Convenience
- 5.3.5 Payment Withheld
 - 5.3.5.1 Failure to Respond to Emergency Call in Time
 - 5.3.5.2 Failure to Respond to Non-Emergency Call in Time
 - 5.3.5.3 Failure to Mitigate Emergency in Time
 - 5.3.5.4 Failure to Complete Any Repair or Service in Time
 - 5.3.5.5 Failure to Perform Basic Services
 - 5.3.5.6 Performance Results in Damage to Property
 - 5.3.5.7 Specific Deficiencies in Performance
- 5.3.6 Payment of Amounts Previously Withheld
- 5.3.7 Effect of Contract Renewal
- 5.3.8 Occupancy or Vacancy of Premises
- 5.3.9 Price Adjustments

FRANCIS MARION UNIVERSITY
ELEVATOR OPERATION MAINTENANCE AND REPAIR SERVICE CONTRACT
SPECIAL CONDITIONS AND REQUIREMENTS

PART 1 - GENERAL

1.1 PURPOSE

The purpose of this Contract is to secure for the University expert operation, preventive maintenance and repair service for elevators and related equipment. The service required will be characterized by reliable operation; equipment and systems which are kept in fine -tuned condition by appropriate repairs, maintenance, calibration and adjustments for peak effectiveness; and responsiveness on the part of the Contractor when any repair or adjustment is needed.

1.2 ACCEPTANCE

In bidding on this Contract the Contractor agrees to accept responsibility for the equipment included in its present location and present condition, whether or not it is in satisfactory condition under the terms of this Contract when bids are received. If any terms of this Contract are contrary to the Contractor's normal practice, Contractor agrees to maintain the equipment and perform the Work called for by this Contract according to the terms of this Contract.

1.3 LICENSES

The Contractor will be required to have and to furnish upon request, all applicable licenses required under the laws of the State of South Carolina, federal laws, and any local laws and/or ordinances for the performance of the Work under this Contract.

1.4 SUBCONTRACTING

Service operations shall be carried out by persons in the direct employ of this Contractor. The Contractor shall not be permitted to act simply as a broker for services. The Contractor shall obtain the written consent of the University prior to utilizing the services of any other contractor in fulfilling these requirements. Subcontracting of services will be permitted only insofar as it is clearly in the University's best interests to do so.

1.5 DEFINITIONS

1.5.1 Purchase Documents

The term "Purchase Documents" means the set of documents which form this Contract. These consist of the Invitation for Bid, the Table of Contents, the Instructions to Bidders/General Provisions/General Conditions; the Additional Instructions to Bidders/General Provisions/General Conditions; these Elevator Operation Maintenance and Repair Service Contract, Special Conditions and Requirements; the Bidding Schedule; all Amendments; the Bid of the successful Bidder and the Purchase Order.

1.5.2 University

The term "University" means Francis Marion University or the University's representative.

1.5.3 Contractor

The term “Contractor” means the person or entity to whom or which the University issues a Purchase Order in acceptance of his or its Bid or Quotation. The term “Contractor” also means the Contractor’s authorized representative.

1.5.4 Work

The term “Work” means the goods and services, including any labor, materials, equipment or services required of the Contractor to fulfill this Contract.

1.5.5 Maintain

The term “maintain”, in all forms used, includes the requirement to inspect, service, test, troubleshoot, repair, replace or adjust any system or component which is included, and includes **all** parts, materials, tools, equipment, labor, job knowledge, supervision, and support required to properly inspect, test, troubleshoot, repair, replace or adjust any system or component which is included.

1.5.5.1 Maintenance of Various Elevator Makes/Models - Vendor shall be required to maintain University elevators regardless of make or model (only exclusions listed in Section 2.2 below entitled “Equipment Excluded”). Vendor shall have full capability **and all diagnostic tools necessary** to maintain all University elevator systems including any elevators added during the agreement.

1.5.6 Include

The term “include”, in all forms used, means the equipment or Work to which reference is made is a part of the Work and is the responsibility of the Contractor to maintain or perform.

1.5.7 Equipment

The term “equipment” refers to all physical components, no matter how major or minor, encompassed in the Work

1.5.8 Problem

The term “problem” refers to any perceived departure from normal operation, however detected. To “fix a problem” requires that the true cause of the problem be found and corrected; spontaneous or coincidental disappearance of the problem does not mean that the problem is fixed.

1.5.9 Emergency

The term “emergency” refers to a problem or situation in which there is imminent danger to personnel, property, the image of the University, or the satisfaction of the purpose for which the equipment or system involved was intended. This designation will be used for all problems for which the University requires a response in less time than the time in which a response is required for non-emergency service. Criteria for an emergency will usually relate to, but not necessarily be limited to actual or probable property damage. Whether or not a problem or situation is an emergency will be determined solely by the University.

1.5.10 Normal Workday

A normal workday is any day except Saturday, Sunday, and the University holidays observed by 12-month employees at the University. Regular hours are 8:30 am to 5:00 pm, Monday through Friday. University summer hours are 8:00 am to 5:30 pm, Monday through Thursday; 8:00 am to 11:30 am on Friday. .

1.5.11 Satisfactory, Approved, etc.

“Satisfactory”, “approved”, and words of like import refer to matters of judgment, all of which shall be determined solely in the judgment of the University, and mean satisfactory to the University, approved by the University, and so forth.

1.5.12 Practicable

“Practicable” means possible to perform, and is usually used in connection with the responsiveness of the Contractor in providing the services needed for proper execution of this Contract. In determining what is practicable, the University expects the Contractor to take the same interest in the problems and opportunities presented in the execution of this Contract as the University does. This extends to extra management interest and emphasis where and when needed, expeditiously when needed, stocking critical or frequently - used parts, if advisable, and any other such practices as are required to provide responsive service when called for.

PART 2 - EQUIPMENT

2.1 EQUIPMENT INCLUDED

2.1.1 Elevator List

The list of elevators at paragraph 2.3 does not attempt to list every component or accessory of the included equipment. The Contractor shall provide for the proper operation, repair and maintenance of all components and accessories of all elevators listed unless the component or accessory is specifically excluded at paragraph 2.2.

2.1.2 Power Wiring and Wiring Accessories

Electrical power wiring components and accessories are included from the wiring connection on the elevator side of the main power disconnect to the end user component of the elevator unless a wiring component or accessory is specifically excluded at paragraph 2.2. Wiring components and accessories include but are not limited to wire, switches, breakers, fuses, panels, connectors, conduit and conduit fittings.

2.2 EQUIPMENT EXCLUDED

2.2.1 Car Enclosure

The car enclosure interior wall panels, ceiling, floor coverings, light fixtures and handrails are excluded from the scope of this Contract.

2.2.2 Elevator Room

The elevator room walls, floor, ceiling, doors, lighting system and HVAC system are excluded from the scope of this Contract.

2.3 LIST OF ELEVATORS INCLUDED:

- 1) a two story Southern hydraulic elevator in Founders Hall;
- 2) a three story Southern hydraulic elevator in McNair Science Building;
- 3) a two story Southern hydraulic elevator in Smith University Center;
- 4) a two story Southern hydraulic elevator in Rogers Library;
- 5) a two and one half story Southern hydraulic elevator in Media Center;
- 6) a two story Dover hydraulic elevator in Fine Arts Center;

- 7) a three story Dover hydraulic elevator in the Swamp Fox Hall dormitory;
- 8) a three story Dover hydraulic elevator in Snow Island Hall dormitory;
- 9) a five story Dover hydraulic elevator in Leatherman Science Facility;
- 10) a two story Otis hydraulic elevator in the Lee Nursing Building;
- 11) a three story Thyssen-Krupp hydraulic elevator in the Performing Arts Center Facility;
- 12) a two story Thyssen-Krupp hydraulic elevator in the Performing Arts Center Facility;
- 13) a handicap chairlift in the Performing Arts Center Facility;
- 14) a two story Thyssen-Krupp hydraulic elevator in the Field House of the Griffin Athletic Complex;
- 15) a two story Thyssen-Krupp hydraulic elevator in Sparrow Stadium at the Griffin Athletic Complex.
- 16) a three story Thyssen-Krupp hydraulic elevator in the Carter Center for Health Sciences.
- 17) a four story Southern Electric elevator in the Leatherman Medical Education Complex
- 18) a four story Otis elevator in the Leatherman Medical Education Complex
- 19) a three story Thyssen Krupp elevator in the University Place

The University and the Contractor will negotiate a Change Order to compensate the Contractor for maintenance services for any additional elevators. See 3.1.3 “Maintenance of Additional Elevators”

FUTURE ELEVATORS ANTICIPATED TO COME ON-LINE DURING THE NEXT FIVE YEARS

- 1) a two story elevator in the school of Education /School of Business Building
- 2) a two story elevator in the Forestry Building
- 3) a two story (minimum) in the Pee Dee Medical Education Consortium (Old Circle Park)

PART 3 - SERVICES

3.1 SERVICES INCLUDED

3.1.1 Basic Services

Basic Services include **all parts, materials, tools, equipment, labor, job knowledge, annual load testing, travel, supervision, and support** to properly operate, maintain and repair the included equipment accordance with ASME A17.1 - Safety Code for Elevators and Escalators; ASMEA17.2 – Guide for Inspection of Elevators; ASME A17.3 Safety Code for Existing Elevators and Escalators; S.C. Code of Laws - South Carolina Elevator Code; S.C. Elevator Code and Regulations; any additional applicable State or Federal standards, codes and regulations; the manufacturers’ recommendations; normal procedures for the industry; and the best interests of the University. **Contractor must stay apprised of and abide by current and future statutory requirements.** All servicing, to include all preventive maintenance, testing, calibrating, and adjusting, and all repairs and replacements are included. All travel and other expenses necessary to properly provide these services are included.

3.1.1.1 Painting

Preparation for painting and painting to prevent rust or corrosion, or to repair rusted or corroded surfaces, of included equipment is included.

3.1.1.2 Housekeeping

Proper clean up after all operations that result from this Contract are included. Ensure routes of travel and University facilities, especially sidewalks, floors, door handles, fixtures, etc., are not inordinately fouled by substances such as grease, mud, tar, etc., which make use of the facility less pleasant for others. Immediately clean up any such substances resulting from Contractor's presence. Cleaning by the University, if necessary, will be done without further notice at the Contractor's expense. Refuse shall be disposed of daily unless the University permits more accumulation. Waste materials shall be disposed of off campus. Francis Marion University is a smoke free campus, therefore smoking is not permitted on

University grounds or property. Campus dumpsters are not for the Contractor's use. Contractor's personnel shall use only designated parking and toilet facilities.

3.1.2 Additional Services

The University may order, from time to time, Additional Services consisting of but not limited to a) tests, studies, servicing and/or modifications of included equipment and systems to improve operation or reliability beyond that which is characteristic of the existing equipment and/or system when in good repair, and b) servicing, modifications and repairs of equipment not specifically stated in the contract but which are of a nature similar to that which is included in the contract, or which is related to the performance of equipment and systems which are included in the contract. The University and the Contractor will negotiate a Change Order to compensate the Contractor for all Additional Services. Any and all changes or amendments to the Contract are subject to the prior written approval of the University.

3.1.3 Maintenance of Additional Elevators

During the term of the agreement, the University may elect to add additional elevator systems. The University and the Contractor will negotiate a Change Order to compensate the Contractor for maintenance services for any additional elevators.

3.2 SERVICES EXCLUDED

3.2.1 Painting

Preparation for painting and painting of surfaces for cosmetic reasons is excluded.

3.2.2 Housekeeping

General housekeeping of equipment elevator rooms, car enclosures, etc., is excluded.

3.2.3 Single Bottom Elevators

Replacement of single bottom elevators as required by the SC Department of Labor, Licensing & Regulation regulations are not included as a Basic Service of this contract. If the University were to replace a single bottom elevator, that project would require a separate solicitation, and therefore would not fall under this contract.

3.2.4 Underground Hydraulic Piping and Cylinders

Repair and replacement of underground hydraulic piping and cylinders servicing included elevators are not included as a Basic Service of this contract.

3.3 STANDARDS

The Contractor shall provide preventive maintenance, general maintenance, adjustments, calibrations, testing, inspections, repairs and other Work in accordance with the latest edition of the following standards, codes, and regulations and any additional State or Federal standards, codes, and regulations as applicable. Contractor must stay apprised of and abide by current statutory requirements including the South Carolina Elevator Code found in the South Carolina Code of Laws. These publications shall be used as a minimum standard of Work, shall be considered as a part of this Contract, and shall have full force and effect. Where other provisions of the Purchase Documents require Work in excess of the provisions of these publications, such as inspections at intervals shorter than these publications' required inspection intervals, the other provisions of the Purchase Documents shall govern. Where other

provisions of the Purchase Documents constitute a violation of these publications, promptly notify the University of the conflict and comply with the provisions of these publications.

3.3.1 ASME A17.1 – 2019 - Safety Code for Elevators and Escalators

American National Standards Institute
25 West 43rd Street, 4th Floor
New York, NY 10036

3.3.2 ASME A17.2 – 2020 – Guide for Inspection of Elevators

American National Standards Institute
25 West 43rd Street, 4th Floor
New York, NY 10036

3.3.3 ASME A17.3 – 2020 - Safety Code for Existing Elevators and Escalators

American National Standards Institute
25 West 43rd Street, 4th Floor
New York, NY 10036

3.3.4 S.C. Code of Laws 1976 - Title 41, Section - South Carolina Elevator Code

State of South Carolina
S.C. Department of Labor, Licensing & Regulation
P.O. Box 11329
Columbia, SC 29211-1329

3.3.5 S.C. Elevator Code and Regulations

S.C. Department of Labor, Licensing & Regulation
P.O. Box 11329
Columbia, SC 29211-1329

3.3.6 Performance Requirements

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should the University's Representative or any other designated authority find through its own investigation that these standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level.

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

- a. Speed of all elevators and brake to brake flight times.
- b. Leveling accuracy of all elevators.
- c. Opening and closing times of all hoistway and car doors, within the limits of ANSI A17.1 code, yet assuring minimum standing time at each floor.
- d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.

- e. Variable car and hall door hold open times shall be maintained or adjusted as may be requested by the University.

3.4 RESPONSIVENESS

Responsiveness is of the essence of the Contract. Maintain all equipment included in such a manner as to ensure continuous, reliable, effective, and efficient operation. Failing that, handle repairs, adjustments, and related services as expeditiously as practicable. Once initiated, any service whether Basic Service or Additional Service, shall be diligently pursued to its completion as soon as practicable.

PART 4 - CONTRACT MANAGEMENT AND EXECUTION

4.1 CONTRACTOR EMPLOYEES

4.1.1 Qualifications and Characteristics

Contractor employees shall be qualified and experienced in the trade, service or specialty which they are to perform and be suitable for working in the University's particular environment. The University may decline the services of any contractor employee with whom it is not satisfied. The University's decision on this matter regarding the primary contractor employee may be influenced by 1) his apparent competence to perform all the services needed (which may be influenced in turn by the Contractor's responsiveness in quickly furnishing, when needed, others who are more qualified), and 2) his apparent effectiveness in keeping the equipment and systems in good repair. The University's decision on this matter regarding any contractor employee may be influenced by 1) his apparent effectiveness in troubleshooting and repairing systems and components thereof; 2) his apparent commitment toward complying with the spirit and intent of this agreement (as evidenced by, among other things, his diligence in seeking out the real cause of a problem during troubleshooting, rather than improper adjustments to individual components without the proper consideration for the effect of those adjustments on other system components and operations); 3) whether he coordinates properly, and keeps the University properly informed of the status of all Work in progress and completed; 4) whether his general manner and appearance are in keeping with the environment in which he is working; 5) whether he relates appropriately with the people at the University with whom he must come in contact, and whether he does so without improperly giving out erroneous or prejudicial information and misinformation; and 6) the apparent effectiveness of the services and repairs he performs. If the University declines the services of any contractor employee proposed to work at the University, this shall in no way relieve the Contractor of any responsibility to comply with the terms of this agreement. If the University had limited objections to contractor employee, the Contractor may utilize him in a capacity to which the University does not object.

4.1.2 Primary Contractor Employee

Designate one contractor employee satisfactory to the University as the Primary Contractor employee for the University. He shall become familiar with the University's equipment, systems, layout, personnel, methods, etc. He shall be the University's principal continuing on-site representative, and shall not be changed arbitrarily.

4.1.3 Additional Contractor Employees or Specialists

Provide additional contractor employees as needed to properly comply with the terms of this agreement. This applies both to a greater number of contractor employees if needed, and to contractor employees of greater expertise of specialists if needed.

4.2 EXECUTION OF THE WORK

4.2.1 Periodic Maintenance (Monthly)

The following services are to be performed at least once monthly or more often per all standards in section 3.3 of this contract so as to maintain the equipment at proper performance levels.

- a. Ride each car. Check the operation of the car and hatch doors, acceleration, deceleration, floor stops and brake action. Make necessary corrections.
- b. Inspect and wipe clean all motors, machines, and generators.
- c. Inspect controllers, selectors, selector drives and governors.
- d. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
- e. Wipe clean all motor, generator and exciter commutators. Clean and check brushes and brush holders. Renew or reset brushes if necessary.
- f. Clean and lubricate direction and accelerating switches.
- g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- h. Clean hoistway pits and inspect equipment in them.
- i. Inspect working parts of all governors for free operation.
- j. Inspect all door operating equipment including motor brushes, commutator, belts, or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- k. Check retiring cam operation and make necessary adjustments or corrections.
- l. Examine all wire ropes and fastenings. Check and adjust rope tension.
- m. Examine traveling cables for wear and position.
- n. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
- o. Lubricate selector drive screws and guides and clean contacts if necessary.
- p. Clean and lubricate automatic slow down and stopping switches on top of cars.
- q. Clean car position indicators, adjust if necessary.
- r. Inspect, clean, and lubricate car guides (unless roller guides are used).
- s. Check car fan motor for proper operation.
- t. Inspect drive and secondary sheaves, clean if required.
- u. Check bearings for proper operation wear.
- v. Examine machine gear teeth for cutting or noise.
- w. While riding on top of cars, physically check condition and operation of door locking equipment.

- x. Perform electrical test of door interlock circuits.
- y. Examine door locks and door closer equipment. Clean door channels.
- z. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- aa. Remove car station cover. Blow out, clean or lubricate switches and buttons.
- bb. Examine, clean with proper solution, and repair commutator, brushes and brush holders of all small control motors and regulators.
- cc. Thoroughly examine and clean starter and control panels.
- dd. Check, clean and adjust operation of slowdown and limit switches. Examine all moving governor and safety parts to assure free operation. Clean and adjust governor and safety for proper operation.
- ee. Examine and clean the buffers. Oil if necessary. Perform “hand test” of plunger return.
- ff. Blow out and vacuum controller motors and M.G. Sets.
- gg. Check machine gear oil, seal any oil leaks, examine gear teeth and refill with fresh oil if necessary.
- hh. Check and clean machine brake. Disassemble and replace worn components, reassemble and readjust as necessary.
- ii. Clean and lubricate hatch door hanger tracks and door arms.
- jj. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check bracket bolts for tightness.
- kk.. All parts subject to rust shall be painted as required to prevent or repair rust or corrosive deterioration of all equipment and maintain a presentable appearance.
- ll. Check to be sure the car lights and alarm system operate under emergency power as per ANSI A17.1.

4.2.1.1 Periodic Maintenance (Annual). Perform annual Periodic Testing (Hydraulic) Category 1 test.

4.2.2 Responsiveness Requirements

4.2.2.1 Emergency Service

Designate appropriate personnel and provide a satisfactory means of contacting them so that emergency service is available at all times, regardless of the time of day or the day of the week or year. Provide emergency service in response to the Director of Facilities Management or his designated agent(s) within four hours of the time the Contractor is notified. Upon being notified of an emergency, immediately and continuously take all steps necessary to mitigate the emergency as soon as practicable. (an emergency problem may be properly and completely fixed, or it may be changed to non-emergency status by taking proper steps to restore conditions to a state which is temporarily satisfactory pending a more permanent solution, though the cause of the problem is not completely fixed.) The University will specifically identify each call as an emergency call or a non-emergency service call when contacting the vendor; it is solely in the University’s discretion to deem a service call as an emergency call or non-emergency call.

A minimum response requires that a competent contractor employee arrive at the site of the problem and that troubleshooting begins. Once initiated, take continuous steps to properly correct the cause of the problem as soon as practicable.

4.2.2.2 Non-Emergency Service to Rectify Problem

Provide non-emergency service to fix any problem by 10:00 AM of the following normal workday after the Contractor is notified, unless a longer response time is approved by the University at the time of notification for that specific problem. A minimum response requires that a competent contractor employee arrive at the site of the problem and that troubleshooting begins. Once initiated, take continuous steps to properly correct the cause of the problem as soon as practicable.

4.2.2.3 Periodic Services

Accomplish scheduled services within a certain number of days from the date regularly scheduled. This number shall not exceed ten percent of the scheduled period for that service. For example, a monthly service on a particular item of equipment shall be accomplished within three days before or after the thirty day scheduled time lapse, or between 27 days and 33 days after the prior monthly service was scheduled.

4.2.2.4 Other Services

Initiate other required services, including Additional Services ordered by the University, within three workdays of written notification and continuously pursue them to completion as soon as practicable. A minimum response for contemplated services requires that a competent representative have looked into the matter in preparation for informed discussion with the University. A minimum response for services ordered requires that the next appropriate step, such as ordering materials, or, if materials are readily available, the Work itself be underway by the end of the third day,

4.2.3 Safety and Other Work Practices

Observe all safety practices and other such work practices as are observed by University maintenance personnel or which are University policy.

4.2.4 Troubleshooting

Upon learning of a problem in the operation of any equipment of system(s) covered by this Contract, troubleshoot the equipment and system(s) involved as necessary to discover the true cause of the problem. If the work needed to correct the cause of the problem can be shown to the satisfaction of the University to be not within the scope of this Contract, the University shall be notified immediately of these findings. In the event that work is ordered by the University from this Contractor in order to effect proper corrective action which is not within the scope of this Contract, it will be ordered as an Additional Service. All required troubleshooting and any other work affected prior to Additional Services being properly ordered shall be accomplished at no additional cost to the University. Due care shall be taken to discover the root cause of the problem. Resetting or overriding controls or safety devices or acting in any other manner to hide the problem, instead of discovering the root cause thereof in order to properly correct the cause of the problem, is not acceptable. Troubleshooting a problem is the Contractor's responsibility and no extra payment will be made for this, even if the problem is due to equipment under warranty or equipment not covered by this agreement, the problem cannot be duplicated, or the cause of the problem cannot be found.

4.2.5 Corrective Action

Upon learning the cause of a problem, the correction of which is within the scope of this Contract or ordered as an Additional Service, take all steps necessary to correct the cause of the problem as

expeditiously as possible. Repair or replace included equipment which does not operate satisfactorily, including equipment which is accomplishing its intended function but is causing other problems in the facility: for example, leaking oil. Repair or replace included equipment which does not perform reliably, whether or not it performs as intended at times. Repetitive repairs which do not produce reliable performance will not be accepted; instead, replacement will be required. Properly repair or replace included equipment which does not meet the University's standards of maintenance. On these matters the University's judgment shall be final. Repair or replacement of included equipment is a part of this Contract, no matter how major or minor the equipment involved. Repair or replacement of equipment which is no longer needed will not be required. Obtain the specific concurrence of the University about each item considered no longer needed. If it is practicable and in the University's best interest to do so, equipment no longer needed shall be removed at no additional cost to the University.

4.2.6 Testing

4.2.6.1 Tests to Be Conducted

Conduct appropriate testing in accordance with manufacturer's recommendations and standard industry practices whenever there is reason to doubt that equipment is operating as it should, or at intervals recommended by the manufacturer or mandated by industry standards practices, national or state laws or in the best interests of the University.

4.2.6.2 Test Results

Provide the University with copies of suitable reports of the results of all tests.

4.2.7 Consultations

Provide, at no additional cost, on demand and otherwise as appropriate, advice on the functions, features, operation, testing, maintenance, etc., of equipment and systems when changes are contemplated or should be contemplated to improve performance, efficiency, reliability, etc. Such advice shall cause no legal liability which would not otherwise exist and shall not cause or consist of exhaustive studies, surveys, etc.; rather, it will be of an informative nature consisting of experienced opinion, normally as to whether a considered action is worth investigating further or pursuing, or whether a proposed action could be expected to improve performance, efficiency, reliability, etc. In-depth studies, if required in connection with modifications addressed above, will be ordered as a part thereof.

4.2.8 Replacement Parts

Items used in making repairs shall be restricted to like items of equal or better quality. No replacement item requiring modification of any system affected or having characteristics or capabilities significantly different from the item being replaced may be substituted without the specific consent of the University. Unless specifically approved by the University beforehand, all replacement items shall be new. Items used in making modifications shall be of a quality consistent with the remainder of the system, or better. When required, provide a free estimate of the time schedule and cost, or a firm quotation.

4.2.9 Contractor's Storage

The Contractor shall arrange for storage at his own expense. The Contractor may not use the University's space for storage except the University will permit temporary storage of materials and tools within elevator equipment rooms for the duration of a repair or periodic maintenance to that elevator.

4.2.10 Disposal of Hazardous Waste

The Contractor shall properly place any hazardous waste generated by his operations in suitable containers in the proper manner and turn it over to the University for disposal. The University will

charge the Contractor the cost of cleanup and/or disposal of any hazardous waste generated by the Contractor's failure to properly execute the requirements of this Contract.

4.3 COORDINATION WITH THE UNIVERSITY

4.3.1 Requirements

Cooperate with the University in establishing and operating a suitable system, consisting of methods and procedures to be determined in concert with the successful bidder, and in revising said system as necessary, to provide for the University's needs for management information. The system will observe, provide for, and accomplish the following:

- a. Notify the University before disrupting the operation of any system. Such a disruption shall be pointed out and not simply implied by a statement of the principal Work to be done (knowledge on the part of the University shall not be assumed). This includes any situation in which a disruption might occur, as well as those in which a disruption must occur. Inform the proper University personnel as soon as possible if any disruption of which the University had not been notified occurs as a result of this Contractor's activities.
- b. Have all contractor employees coordinate with the University's designated agent(s) prior to beginning any Work.
- c. Have all contractor employees check out with the University's designated agent(s) upon completing any Work.
- d. Have all contractor employees keep the University's designated agent(s) well informed of activities in progress, and especially those related to emergency repairs, as developments occur, or more often as necessary to keep the University up to date.
- e. Vendor shall provide a schedule to the University detailing days when contractor employee will be coming to campus.
- f. University will provide a form to the contractor employee to be completed detailing monthly work completed. Contractor employee shall provide this completed form to the work order center prior to departure after completing the monthly service.

4.3.2 Monthly Reporting

- a. Monthly Reporting - Provide a monthly written record of all Work done, in a format and in sufficient detail as required to suit the University's needs. This includes all Work initiated by this Contractor, as well as that resulting from problems reported by the University.
- b. One additional copy of written record to be kept in the mechanical room for each elevator.

PART 5 - ADMINISTRATION

5.1 COORDINATE THROUGH DIRECTOR OF FACILITIES MANAGEMENT

Coordinate all Work resulting from this Contract through the Director of Facilities Management or his designated agent(s).

5.2 PROVIDE SCHEDULE OF PERIODIC SERVICES

Within sixty (60) days after award of Contract, submit for the University's approval a complete listing in satisfactory detail of all periodic inspections and services to be performed on all systems (each inspection or service on each item of each system, including item location), and a schedule for the performance of all scheduled inspections and services. This approved listing will become the Maintenance Checklists. The University may require revision of the listing or schedule as necessary to comply with the terms of this agreement. Approval by the University shall not preclude the University from later requiring additional revisions that later prove necessary.

5.3 PAYMENT

5.3.1 Invoices

Payment will be made quarterly on the basis of invoices submitted and verified. All invoices shall be itemized to the satisfaction of the University and shall be verified by the Director of Facilities Management or his designated agent(s) prior to payment. Invoices shall bear the University's Purchase Order Number assigned to this Contract.

5.3.2 Basic Services

Payment will be made at the end of the period in which the service was rendered. Payment will be made quarterly, on the basis of one-fourth of the annual cost, less any payment to be withheld.

5.3.3 Additional Services

Payment for Additional Services will be based on the estimate or quotation received at the time the service was ordered. If the estimate is accepted or no estimate is requested, payment will be made on the basis of actual parts and labor used, at unit prices reflected in the original estimate, or, for items not so reflected, at the lowest demonstrable cost for such items in the region. If the firm quotation is accepted, payment will be made in the amount of the quotation.

5.3.4 Rescheduling for University's Convenience

When the University requires work be done at times other than normal business hours for the convenience of the University, the University will pay a premium as follows: 1) If the Work is a Basic Service, an amount equal to the difference between the standard hourly rate and the overtime rate for the labor involved; and 2) If the Work is an Additional Service, at the overtime rate for the labor involved. This paragraph shall not apply to Emergency Service; the standard payment for Basic Services includes Emergency Service at all times.

5.3.5 Payment Withheld

5.3.5.1 Failure to Respond to Emergency Call in Time

If the Contractor fails to respond to any emergency service call within the specified time period, the University will retain from monies which would otherwise be due the Contractor the sum of \$200.00 plus \$25.00 per hour for each hour or portion thereof that he fails to respond after the time period by which he is required to respond expires. Separate problem situations with separate causes, however similar, and wherever located, will be considered as separate situations from beginning to end.

5.3.5.2 Failure to Respond to Non-Emergency Call in Time

If the Contractor fails to respond to any non-emergency service call to fix a problem within the specified time period, the University will retain from monies which would otherwise be due the Contractor the sum of \$100.00 plus \$25.00 per hour for each normal workday hour or portion thereof that he fails to respond after the time period by which he is required to respond expires. Separate problem situations

with separate causes, however similar, and whenever located, will be considered as separate situations from beginning to end.

5.3.5.3 Failure to Mitigate Emergency in Time

If the Contractor fails to convert an emergency situation to an acceptable temporary non-emergency status or to properly complete the emergency repair or service, whichever occurs first, within twenty-four hours, the University will retain from monies which would otherwise be due the Contractor the sum of \$100.00 plus \$25.00 per hour for each hour or portion thereof that elapses from twenty-four hours after the time of notification until the time the situation is changed to non-emergency status or the repair or service is properly completed, whichever occurs first.

5.3.5.4 Failure to Complete Any Repair or Service in Time

If the Contractor fails to properly complete any Basic Service repair or service within thirty days of the time the need for the repair or service became or should have become or was made apparent to the Contractor, or to complete any Additional Service ordered within thirty days of the time the service was ordered or by such later date as was agreed when the service was ordered, the University will retain from monies which would otherwise be due the Contractor the sum of \$300.00 per day for each calendar day or portion thereof after the thirtieth day, or such later date as was agreed when an Additional Service was ordered, that the repair or service remains incomplete. Repetitive calls to fix the same problem will be considered as one problem and will date from the original call about the problem unless it can be shown that the calls were due to separate causes and not due to inadequate troubleshooting or to repairs not being properly completed. Separate problem situations with separate causes, however similar, and wherever located, will be considered as separate situations from beginning to end.

5.3.5.5 Failure to Perform Basic Services

If the Contractor fails to perform any of the Basic Services required by this Contract and the University is required to perform those services or to engage others to do so to protect University interests or provide for University operations, the University will withhold the cost thereof from any payment due the Contractor.

5.3.5.6 Performance Results in Damage to Property

If the Contractor's actions or failure to act results in any damage to property, the Contractor shall properly repair or replace said property to the satisfaction of the University. Failing that, the University will withhold the cost of repair or replacement from any payment due the Contractor.

5.3.5.7 Specific Deficiencies in Performance

If the service rendered during the period was unsatisfactory for other specific reasons, the University will notify the Contractor in writing. If the reasons still exist seven days after delivering written notice, the University will withhold a commensurate portion of any payment due the Contractor until the specific deficiencies of which the Contractor has been notified are corrected.

5.3.6 Payment of Amounts Previously Withheld

If payment was withheld for lack of responsiveness, the Contractor will be given an opportunity to establish the reasons for the lack of responsiveness. If the reasons are sufficient to the satisfaction of the University, the University will pay the amount in question. If payment was withheld upon correction of the deficiencies, the University will pay the amount withheld upon correction of the deficiencies. If deficiencies resulted in a significantly reduced level of service, payment may be reduced by a commensurate amount. If the Contractor and the University cannot agree, any decision of the University on whether or not an amount withheld should be paid may be appealed to the Chief Procurement Officer

for Goods and Services. Amounts withheld and later determined payable will be paid as soon as normal processing of the invoice or portion thereof provides for. Amounts withheld and later determined payable will be paid as soon as normal processing of the invoice or portion thereof provides for. Amounts withheld and not, within 60 days, determined payable, or upon which an appeal is not in progress within 60 days, will be forfeited.

5.3.7 Effect of Contract Renewal

Specific dollar amounts stated in paragraph 5.3 may be increased in proportion to any percentage increase in the Contract sum upon renewal. Any actions under way, or time periods under way with regard to paragraph 5.3.5, shall be considered continuous across the time of renewal. Any monies withheld as a result of paragraph 5.3.5 will be withheld at the rate in effect at the time the first such monies were due for the matter in question, with each subparagraph of paragraph 5.3.5 being considered as a separate matter, even though more than one may be related to a single act of failure.

5.3.8 Occupancy or Vacancy of Premises

If any equipment is added or modified so as to significantly increase required maintenance and service, a mutually agreeable increase in the annual cost commensurate with said increase in requirements will be made. If any equipment is deleted or modified so as to significantly decrease required maintenance and service, a mutually agreeable decrease in the annual cost commensurate with said decrease in requirements will be made.

5.3.9 Price Adjustments

Any adjustment to the price after the final award must be made in accordance with the terms of the following clauses found in this document: Price Adjustments (Jan 2006), Price Adjustment – Limited – After Initial Term Only (Jan 2006), Price Adjustment – Limited by CPI “Other Goods and Services” (Jan 2006).

FMU GENERAL CONDITIONS FOR ROUTINE REPAIR AND MAINTENANCE PROJECTS

ARTICLE 1 - INTENT

- 1.1 The words "as directed", "as required", or words of like effect mean as directed or required by the University. Similarly, "approved", "permitted", "acceptable", "satisfactory", or words of like effect mean approved or permitted by, or acceptable or satisfactory to the University. Imperative verbs show action required of the Contractor. Requirements expressed in the passive voice are likewise the responsibility of the Contractor.
- 1.2 When standard specifications such as those of the American Society for Testing and Materials, Federal specifications, or other well-known public or trade association specifications are cited as standards, such specifications shall be as binding as if copied into these Purchase Documents. Unless otherwise expressly stated, standard specifications shall be the latest edition or revision in effect at the time quotations are received.

ARTICLE 2 - SCOPE

- 2.1 Furnish and do all things necessary to properly perform and deliver the work, including all accessories and services needed for a complete and proper installation, whether or not specifically mentioned herein, except those things specified to be furnished or done by the University or by others. This includes the payment of all fees and taxes and the securing of all permits and licenses pertinent to the work.

ARTICLE 3 - QUALITY ASSURANCE

- 3.1 All work shall comply with all applicable codes and regulations, and shall be done in a workmanlike manner by craftsmen skilled in the appropriate trade(s), in accordance with the best practices of the trade(s), manufacturer's recommendations, and the best interests of the University, to the satisfaction of the University. All items shall be installed in a workmanlike manner in accordance with best recognized practice in the field concerned. Manufactured items shall be installed in strict accordance with manufacturer's printed directions, specifications, and/or recommendations for an installation of highest quality.

All working parts shall be properly adjusted after installation and be left in perfect working order. Items shall in all cases be installed plumb and true and/or in a proper relationship to surrounding materials.

- 3.2 Materials to be incorporated into the work shall be stored in a manner which will properly protect them from all contamination and hazards until used. Labeled material shall be kept in original containers until used. The Contractor shall use no materials containing asbestos even if the use of such material is still legal. The Contractor shall properly remove and replace any asbestos-containing materials at no expense to the University.
- 3.3 When the requirements provide that certain work be inspected or approved by the University prior to the execution or installation of subsequent work, the Contractor shall notify the University 24 hours in advance when the work will be ready to be inspected and shall not proceed with the subsequent work until the work to be inspected has been approved.

ARTICLE 4 - DELIVERIES AND ACCESS

- 4.1 The Contractor shall closely coordinate deliveries. The University will not be responsible for material delivered into the University or for charges arising from acceptance or refusal of deliveries. Access to the work shall be only approved routes. Vehicles of the Contractor and Contractor's personnel shall be parked only in designated areas.

ARTICLE 5 - PROTECTION OF PERSONS AND PROPERTY

- 5.1 The Contractor shall protect the work from the public and the public from the work in a manner satisfactory to the University. Open excavations left overnight must be completely barricaded with flashing lights to protect campus personnel. Protect all property affected in the course of the work, or repair or replace all property damaged in the course of the work. Inspect the site and notify the University of any damage found before beginning work. Failure to do so may result in the Contractor being held financially accountable for any damage not so reported. Protect the surrounding area (grass, trees, plants, sidewalks, etc.) from damage and repair or replace any damage thereto caused by the Contractor.

ARTICLE 6 - CONTRACTOR'S USE OF UNIVERSITY FACILITIES

- 6.1 The University will provide water and electricity for the Contractor's use at existing locations and parking and toilet facilities at approved locations. Ensure routes of travel and University facilities, especially sidewalks, floors, door handles, fixtures, etc., are not inordinately fouled by substances such as grease, mud, tar, etc., which make use of the facility less pleasant for others. Immediately clean up any such substances resulting from Contractor's presence. Cleaning by the University, if necessary, will be done without further notice, and at the Contractor's expense. Refuse shall be disposed of daily unless the University permits more accumulation. Waste materials shall be disposed of off campus. Campus dumpsters are not for the Contractor's use. Contractor's personnel shall use only designated parking and toilet facilities.

ARTICLE 7 - EXISTING CONDITIONS

- 7.1 The Contractor shall accommodate his work to existing work. No extra payment will be made for minor changes occasioned by work in place or required to coordinate this work with the work of others. If the Contractor finds subsurface or hidden conditions which vary substantially from those which should have been expected, he should stop the work and bring them to the University's attention. Changes required by such conditions will be ordered as change in the work.

ARTICLE 8 - CHANGE ORDERS

- 8.1 The University may order changes in the work within the general scope of the work consisting of additions, deletions, or other revisions, the contract sum and the time for completion being adjusted accordingly.

ARTICLE 9 - TIME FOR COMPLETION, AND OWNER'S RIGHT TO COMPLETE THE WORK

- 9.1 If the Contractor consistently or repeatedly fails or refuses to promptly correct defective work, to supply materials and equipment that comply with the requirements, to obtain required approvals prior to installing an applicable portion of the work, or to diligently pursue the execution of the work to timely completion, the University may, upon giving the Contractor five (5) days written notice, terminate the employment of the Contractor, take possession of the site and of all materials thereon, and complete the work as he deems expedient. If this should occur, the cost of such completion will be deducted from the contract sum prior to payment.

ARTICLE 10 - PAYMENT

- 10.1 Quarterly payments will be made upon confirmation of satisfactory completion of the work, including final cleanup and correction of deficiencies noted at the final inspection. If the ongoing conduct and progress of the work are

satisfactory, the University may elect to make partial payments at intervals during the course of the work. Application for Payment shall include the Purchase Order Number and shall be made on the Contractor's invoice

- 10.2 Payments for Additional Services will be made upon completion of the work, including final cleanup and correction of deficiencies noted at the final inspection. Application for Payment shall include the Purchase Order Number and shall be made on the Contractor's invoice.

ARTICLE 11 - WARRANTY

- 11.1 Guarantee that materials and equipment utilized are of good quality; that the Work is free from defects; and that the Work fulfills the requirements of the Purchase Documents. Work which does not fulfill these requirements, including the use of substitutions not properly approved, may be considered defective. Except as provided otherwise, the Warranty Period shall begin upon completion of the Work, and shall be one (1) calendar year. If the University experiences a problem which is believed to be covered by the Warranty, it will notify the Contractor. Respond within 24 hours, and investigate the problem and the cause thereof with appropriate promptness. If the cause of the problem is not covered by the Warranty, the University will pay the Contractor's reasonable charges for inspection. If the cause of the problem is covered by the Warranty, commence and pursue corrective action with due diligence and speed, including correction of damage to other property suffered as a consequence of the cause of the problem. Provide this Warranty anew on all corrective work. If the Contractor fails to respond within 24 hours, or to commence and pursue corrective action with due diligence and promptness, the University will correct deficiencies or make repairs at the Contractor's expense as the University deems necessary. Such action shall not relieve the Contractor of any obligation as to the Work, or said problem, or subsequent problems. Reimburse the University for all expenses attributable to failure to properly fulfill these requirements.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to:

Michael Richey
Director of Facilities Engineering and Maintenance
(843) 661-1104
mrichey@fmarion.edu

Or

FMU Purchasing Office
(843) 661-1160

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015):

You shall submit a signed Cover Page and Page Two. When you submit your offer on electronic media, 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]

SAMPLE SCHEDULES AND CHECK CHARTS

Offeror should provide with their response sample maintenance schedules and check charts/task lists that include levels of maintenance frequency and scope based on OEM recommendations and experience to provide the level of service and reliability represented in this agreement.

Prior to commencement of the work, contractor shall provide to the University a signed, original certificate of liability insurance (ACORD 25) as denoted in the Contractor's Liability Insurance subsection. This certificate must come directly from the insurance agency.

MINORITY PARTICIPATION (DEC 2015):

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

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

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes No

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

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

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

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

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

[04-4015-3]

SUBMITTING REDACTED OFFERS (MAR 2015):

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

[04-4030-2]

V. QUALIFICATIONS

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 -- MANDATORY MINIMUM

In order to be qualified to receive award, Offeror must meet the following mandatory minimum qualifications:

- Offeror must have completed at least three projects of similar magnitude, material and complexity during the previous two years.
- Offeror must have a minimum five years of experience.

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.

1. **Include a brief history of the offeror's experience in providing work of similar size and scope.**
2. **Information reflecting your current financial position.**
3. **Provide a detailed, narrative statement listing the three most recent, comparable contracts which you have performed and the general history and experience of your organization. In conjunction with this requirement the Offeror must complete and return with their submission, Attachment 1: Offeror Reference Sheet.**
4. **Provide a detailed narrative statement confirming that it has a minimum of five years of experience**
5. **List of failed projects, suspensions, debarments, and significant litigation.**

SUBCONTRACTOR – IDENTIFICATION (FEB 2015):

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

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]

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 & 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 complementary. 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]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as: (1) Commercial General Liability

(CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.[07-7B056-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day
[07-7A020-1]

DISPUTES (JAN 2006)

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

on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

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 & INTEREST (FEB 2021): (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 electronic funds transfer (EFT). See clause titled " EFT Information." (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. [07-7A055-4]

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]

CONTRACT LIMITATIONS (JAN 2006)

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

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

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

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

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your 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 –DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

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]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

[07-7B122-1]

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]

PRIVACY -- WEB SERVICES (JAN 2006)

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

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]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

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

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

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015):

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(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 **120 days** prior to the expiration of the then current term. [07-7B250-1]

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

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

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in 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

NOTE: The Site Visit, as denoted on the cover page, is highly recommended.

**The following Bidding Schedule is required to be completed by the offeror:
(do not include sales tax in your offer)**

Item	Description	Bid price per Quarter		Extended price for 20 Quarters (5 years)	
1	Quarterly charge to furnish expert Elevator Preventive Maintenance and Repair Services for the University as specified herein.				
Question		Mandatory/Optional	Multiple Responses Accepted?		Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.MMO.SC.GOV/preferences .		Optional	No		_____ YES _____ NO
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.MMO.SC.GOV/preferences .		Optional	No		_____ YES _____ NO
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.MMO.SC.GOV/preferences .		Optional	No		_____ YES _____ NO

VENDOR: _____

AUTHORIZED SIGNATURE: _____
(must match signature on cover page)

DATE: _____

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

[09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT 1 - OFFEROR INFORMATION

ATTACHMENT 2 - OFFEROR REFERENCE SHEET

ATTACHMENT 3 – OPEN TRADE AGREEMENT

ATTACHMENT 4 – VENDOR APPLICATION FORM

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

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: www.sctax.org

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:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

Attachment 2:

OFFEROR REFERENCE SHEET

Supply three (3) references of government agencies and/or firms for whom OFFEROR has provided services of similar magnitude, material, and complexity during the last three (3) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

ATTACHMENT 3

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

Attachment 4



Francis Marion University
Vendor Application Form

Taxpayer ID Number (circle): FEIN or SS: _____

FMU Vendor #: _____

New Vendor: _____

Vendor Info Change: _____

Submit your W-9 form WITH this Vendor Application Form

Company Name or Individual Name (as shown on your income tax return): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

If you have a "Doing Business As" name, please include here.

Doing Business As (DBA) Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

Payment Remittance Address

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

E-mail Address for receiving Purchase Orders from FMU: _____

Would you like to arrange for electronic payment (circle): Yes or No

South Carolina Small and Minority Business Certification Number _____ Expiration Date: _____

Signature of Individual Completing Form

Date

For FMU Use Only:

International Vendor Number (FMU will provide) : _____

Purchasing Keyed by:

Date:

Accounting Reviewed by:

Date:

Orig - April 4, 2017

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

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