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GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: L & S Electronics LLC
Case No.: 2022-111
Posting Date: November 16, 2021
Contracting Entity: Medical University of South Carolina
Solicitation No.: 5400021738
Description: Fire Alarm Maintenance

DIGEST

Protest that award was not made to lowest bidder granted where record indicates that lower bids were not considered due to minor informalities in bid.

AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer (CPO) conducted an administrative review of a protest filed by L & S Electronics LLC (L&S). L&S's protest is attached as Exhibit A. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

On August 2, 2021, the Medical University of South Carolina (MUSC) published an Invitation for Bids (IFB) to acquire fire alarm maintenance services. [Exhibit B] By the date for receipt of bids, MUSC received five bids including one from L&S. MUSC found L&S's bid to be nonresponsive and, almost two months after bid opening, posted a Notice of Intent to Award a contract to Convergent Technologies LLC (Convergent) for Lot 2. [Exhibit C] The Notice of

Intent to Award canceled the solicitation for services contained in Lot 1.¹ L&S protests that Convergent was not the low bidder for Lot 2 and asks the CPO to award the contract to it. MUSC responded to L&S protest by alleging that L&S was a nonresponsive bidder and, therefore, it could award a contract to L&S. [Exhibit D]

A review of the bid tabulation MUSC provided in its response shows that MUSC received three bids lower than Convergent's. [Exhibit E] The procurement file shows that MUSC rejected each of these bids as nonresponsive. [Exhibit F]

ANALYSIS

The cover page of the IFB states:

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

Part IV of the IFB further states:

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two.

L&S submitted an electronic bid but failed to include a signed Cover Page or Page Two or upload an image these pages.² MUSC asserts this failure rendered L&S's bid nonresponsive.

The Procurement Code (Code) requires the State to award contracts to "responsive and responsible bidders." S.C. Code Ann. §11-35-1520(10). The Code defines a "responsive bidder" as a bidder "who has submitted a bid or proposal which conforms in all **material** aspects to the invitation for bids or request for proposals." S.C. Code Ann. §11-35-1410(9). Thus, an immaterial

¹ The bid schedule in the IFB contained 20 line bid items, 15 associated with Lot 1 and 5 associated with Lot 2.

² MUSC also asserts that L&S was nonresponsive because it failed to provide documents required by Part V of the IFB with its bid. These documents go to responsibility and not responsiveness. A bidder's failure to provide these documents with its bid is a minor informality that can be cured after receipt of bids. For example, one of the special standards of responsibility was proof of licensure as a fire alarm contractor. A simple search on the Department of Labor, Licensing, and Regulation's website shows that L&S is a licensed fire alarm contractor with license number 13813.

or minor deviation from the requirements of an IFB does not render a bidder's bid nonresponsive.

Under certain circumstances, a bidder's failure to sign a bid is a "minor informality or irregularity in bid." S.C. Code Ann. §11-35-1520(13)(c). However, the CPO does not need to determine if any of those circumstances exist here since an examination of the two other low bidders show MUSC committed administrative error in the award of a contract to Convergent.

The bid tabulation shows that for Lot 2, Johnson Controls Fire Protection LP (JC) and Hiller Companies, Inc. (Hiller) also submitted bids lower than the bid that Convergent submitted. MUSC threw Hiller's bid out as nonresponsive for failure to submit "All the items from V. Qualifications – Required Information."³ Failure to provide the information required by Part V with one's bid never renders a bid nonresponsive. This information goes to responsibility and the Procurement Officer may ask the bidder to provide this information at anytime prior to award. R. 19-445.2125B. MUSC threw JC's bid out for the additional reason that JC failed to provide a complete cover page and failed to provide a narrative statement required in Part V. The CPO need not address the narrative statement further other than to note that this is a minor informality for the reasons set forth above. A review of JC's Cover Page and Page Two shows that JC did submit an incomplete Cover Page but it also shows this failure was a minor informality. [Exhibit G]

JC failed to include its name on the Cover Page; however, Page 2 clearly identifies JC as the bidder as does the electronic bid. JC also failed to include the date signed, its State Vendor Number, and its State of Incorporation. None of these are material deviations. The date of the bid is clearly set forth in the electronic bid. The fact that JC submitted an electronic bid establishes that JC has a State Vendor Number that one can easily look up in the South Carolina Enterprise Information System. Likewise, a bidder's state of incorporation or formation is something that

³ The amount of Hiller's bid may be grounds for MUSC to make further inquiry per Reg. 19-445.2085A(2) but the record does not indicate MUSC did anything beyond finding Hiller's bid nonresponsive.

one can easily determine, or a vendor can easily supply after bid opening without harm to the competitive bid process.⁴

DECISION

Based on the foregoing, the CPOC grant's L&S's protest, vacates the award to Convergent, and remands this matter back to MUSC to proceed in accordance with the Code.

A handwritten signature in blue ink, reading "John St. C. White", is positioned above a horizontal line.

John St. C. White, PE
Chief Procurement Officer

Columbia, South Carolina

⁴ JC is not a corporation but a limited partnership. The South Carolina Secretary of State's website shows that JC is a foreign limited partnership registered to do business in the State.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised May 2020)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2020 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Smith | Closser | Wheeler, P.A.

Attorneys at Law
7455 Cross County Road, Suite One
Post Office Box 40578
Charleston, South Carolina 29423-0578

Samuel M. Wheeler
swheeler@scnlaw.com

Office – 843-760-0220
Fax – 843-552-2678
www.smithclosser.com

October 13, 2021

Via U.S. Mail and Email

Mr. John St. C. White, PE
State Engineer and Chief Procurement Officer for Construction
1201 Main St., Suite 600
Columbia, SC 29201
jswhite@mmo.sc.gov

**Re: Intent to Protest and Protest, S.C. Code Ann. § 11-35-4210
L&S Electronics
Medical University of South Carolina
Solicitation No. 5400021738; Lot 2 – Firm Alarm Maintenance**

Dear Mr. White:

This firm represents L&S Electronics in connection with the above Solicitation and ultimate Intent to Award. Please send or have sent all communications regarding this matter to the offices of Smith | Closser | Wheeler, P.A., at the address listed above.

Please consider this letter my client's intent to protest and its protest pursuant to S.C. Code Ann. § 11-35-4210.

The facts and grounds for protest are as follows: My client bid in response to the above Solicitation, which originally included two lots, Lots 1 and Lot 2, for fire alarm maintenance at MUSC. The bid documents indicate that an award, with respect to Lot 2, will be made to the lowest bidder, which has the lowest sum total of yearly costs. (see enclosed bid document).

On October 7, 2021, MUSC issued an Intent to Award, indicating that the Solicitation for Lot 1 had been cancelled and that Lot 2 would be awarded to Convergent Technologies. Convergent's monthly, yearly and total contract figures were included. (see enclosed Intent to Award).

Upon seeing the Intent to Award, my client was shocked, considering Convergent's bid were nearly three times my client's bid, costing MUSC and the state \$678,735.81 over the 5-year

contract period. My client's bids were considerably lower by month, by year and overall. (see enclosed spreadsheet).

My client, therefore, requests review of this Intent to Award and further requests that it be awarded the contract, as the lowest bidder.

If you have any questions or concerns, please do not hesitate to contact me. Otherwise, I look forward to your response as to the next steps in this process.

Best regards,



Samuel M. Wheeler

cc (via email): L&S Electronics
 Manton Grier
 Mark Lanning
 Stewart Mixon
 Brad Taylor
 Jane Scutt
 Andy Champion
 Velma Stamp
 Patrick Wamsley

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006):

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

AWARD CRITERIA -- BIDS (JAN 2006)

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

CALCULATING THE LOW BID (MODIFIED)

Lot 1:

Off-Site Monitoring and Repair: Lowest of the sum totals of the extended prices of monitoring fees and estimated hourly labor rates (hourly rates multiplied by the estimated work hours needed)

Lot 2:

Test and Inspection: Successful offeror will have the lowest sum total of yearly cost

**Medical University of South Carolina
1 South Park Circle
Building 1, Procurement Suite JB402
Charleston, SC 29407**

Intent to Award

Posting Date: October 07, 2021

Solicitation: 5400021738

Description: FIRE ALARM MAINTENANCE

Agency: MEDICAL UNIVERSITY OF SOUTH CAROLINA

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **8:00 AM October 19th, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

NO AWARD IS MADE ON ITEM(S): LOT 1

Cancellation of Solicitation

In accordance with Section 19-445.2065 (B) the bid for Lot 1 of Solicitation 5400021738 is cancelled due to revision in specifications; therefore, it is in the best interest of MUSC to cancel. It is MUSC's intent to resolicit at a later date.

**CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO
COMMENCEMENT OF SERVICES UNDER CONTRACT.**

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. 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.

Contract Number: 4400027150

Awarded To: CONVERGINT TECHNOLOGIES (7000243313)
300 REMOUNT ROAD SUITE 300
NORTH CHARLESTON SC 29406

Total Potential Value: \$ 1,052,616.00

Maximum Contract Period: October 18, 2021 through October 17, 2026

Item	Description	Unit Price	Total
00001	LOT 2: FIRE ALARM TEST & INSPECT YEAR 1	\$ 17,260.00	\$ 207,120.00
00002	LOT 2: FIRE ALARM TEST & INSPECT YEAR 2	\$ 16,841.00	\$ 202,092.00
00003	LOT 2: FIRE ALARM TEST & INSPECT YEAR 3	\$ 17,346.00	\$ 208,152.00
00004	LOT 2: FIRE ALARM TEST & INSPECT YEAR 4	\$ 17,868.00	\$ 214,416.00
00005	LOT 2: FIRE ALARM TEST & INSPECT YEAR 5	\$ 18,403.00	\$ 220,836.00


Procurement Officer
ANDY CHAMPION

7-Oct

MUSC Fire Alarm Bid:

	L&S						
	<u>Awarded</u>	<u>L&S</u>	<u>Difference</u>	<u>%</u>	<u>%</u>	<u>Annual</u>	<u>L&S</u>
Year #1	\$17,260.00	\$ 5,527.08	\$11,732.92	32.02%	312%	\$ 207,120.00	\$ 66,325.00
Year #2	\$16,841.00	\$ 5,858.71	\$10,982.29	34.79%	287%	\$ 202,092.00	\$ 70,304.50
Year #3	\$17,346.00	\$ 6,210.23	\$11,135.77	35.80%	279%	\$ 208,152.00	\$ 74,522.77
Year #4	\$17,868.00	\$ 6,582.85	\$11,285.16	36.84%	271%	\$ 214,416.00	\$ 78,994.14
Year #5	\$18,403.00	\$ 6,977.82	\$11,425.19	37.92%	264%	\$ 220,836.00	\$ 83,733.78
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	\$87,718.00	\$31,156.68	\$56,561.32	35.52%	282%	\$ 1,052,616.00	\$373,880.19

<u>Difference</u>	<u>%</u>	<u>%</u>
\$140,795.00	32.02%	312%
\$131,787.50	34.79%	287%
\$133,629.23	35.80%	279%
\$135,421.86	36.84%	271%
\$137,102.22	37.92%	264%
-----	-----	-----
\$678,735.81	35.52%	282%

	State of South Carolina Invitation For Bid	Solicitation: 5400021738 Date Issued: 08/2/2021 Procurement Officer: Andy Champion Phone: 843-792-1300 E-Mail Address: champiow@musc.edu Mailing Address: University Procurement 1 South Park Circle Building 1, JB501 Charleston SC 29407

DESCRIPTION: **FIRE ALARM MAINTENANCE**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): 08/17/2021 at 2:00 PM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 08/10/2021 at 2:00 PM to champiow@musc.edu (See "Questions From Offerors")

NUMBER OF COPIES TO BE SUBMITTED: See Page 3

CONFERENCE TYPE: SITE VISIT DATE & TIME: 1:00 PM on 8/9/2021 <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: 37 Sabin St Charleston SC 29425 (Meet on concrete pad on side of building)
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AWARD & AMENDMENTS	Award will be posted on 8/20/2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

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

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

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

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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<p>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)]</p>
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<p>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)).</p>
____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address (check only one)

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE

All Offerors desiring to respond to this solicitation can register and submit their response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user id and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids online.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the **“Notes and Attachments”** tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001, Select Option 1, then
Option 2 Monday – Friday 8:00 A.M. – 4:30 P.M. (EST)
Offeror instructions can be found at:
<https://procurement.sc.gov/vendor/submitting-offers>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:
University Procurement
1 South Park Circle
Building 1 Room JB501
Charleston, S.C. 29407

Physical Address:
University Procurement
1 South Park Circle
Building 1 Room JB501
Charleston, S.C. 29407

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy and,
4. Offerors shall submit one (1) redacted copy.

PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: “THIS IS NOT AN OFFER”, YOU WILL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

SEE ONLINE BIDDING INSTRUCTION IN SECTION IIB HEREIN

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I. SCOPE OF SOLICITATION

The solicitation is to contract a service provider for fire alarm maintenance, testing, inspection, monitoring and repair for Charleston, South Carolina campus of the Medical University of South Carolina (MUSC).

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]

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 09/01/2021End date: 08/31/2026. 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".

This will be for a one (1) year contract with four (4) one (1) year renewal options

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

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

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

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

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

BUSINESS DAY means a day that is neither a Saturday, Sunday, nor a state or federal holiday. [11-35-310(4)]

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.

DAY means Calendar Day or a twenty-four (24) hour period. Contractor's business hours have no bearing on this time period.

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: 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 (MODIFIED)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation

regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (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 body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [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]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

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

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document

regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall

maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (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 <https://procurement.sc.gov/vendor/registration>

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

[02-2B105-2]

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)] [02-2B111-1]

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). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required

by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

SITE VISIT (JAN 2006)

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

Date & Start Time: 08/09/2021 at 1:00 PM EDT

Contact Person's Name: Andy Champion

Contact's Phone Number: 843-792-1300

Location: 37 Sabin St

Charleston SC 29425

[02-2B165-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

III. SCOPE OF WORK/SPECIFICATIONS

The Medical University of South Carolina (MUSC) seeks to obtain contractors to provide Off-Site Monitoring, Maintenance and Repair (Lot1) and Testing & Inspection (Lot 2) of the MUSC fire alarm system. Offerors are not required to bid on both lots. Separate contractors may be awarded individual lots.

Due to the possibility of building changes, MUSC reserves the right to add or delete locations and devices.

National Fire Protection Association (NFPA) codes and standards may be updated at any time. Dates given reflect current requirement.

1. LOT 1:

1.1. Off-Site Monitoring

- 1.1.1. Contractor must comply with all sections of NFPA 72 (2010 and 2016).
- 1.1.2. Monitoring is for all the buildings listed in Attachment D
- 1.1.3. Off-site monitoring must be “EMERgency24” fire alarm monitoring service in order to be compatible with the Medical University Hospital Authority’s (MUHA’s) existing system.
- 1.1.4. Monitoring service must use contact ID reporting format compatible with Edwards Technology devices.
- 1.1.5. Service must include mobile phone application displaying all buildings listed in Attachment D
- 1.1.6. If another contractor is awarded Lot 2, successful bidder of Lot 1 must provide a device inventory report prior to testing dates as listed on Attachment E.
- 1.1.7. Contractor must provide twenty-four (24) hours a day, seven (7) days a week monitoring.

1.2. Repair and Maintenance

1.2.1. General

- 1.2.1.1. Offeror must be a certified Edwards Technology partner.
- 1.2.1.2. Fire alarm repair parts must be new, factory authorized and compatible with all existing Edwards fire alarm devices.
- 1.2.1.3. The Contractor must respond to repair calls by telephone within thirty (30) minutes of

receipt and be on site within two (2) hours

1.2.1.4. Please submit percentage discount on list price of parts in “Regular Hours” portion of Bidding Schedule.

1.2.1.5. All repairs and installations must conform to the requirements of NFPA 72(2010 and 2016), National Fire Alarm Code, latest edition, and NFPA 70, 72 4-2, 72 5-2 National Electrical Code, latest edition.

1.2.1.6. Repairs and installations must conform to Edwards Building Technologies standards and all chapters of the most recent International Building Code. MUSC Staff will inspect final installation of new or replaced equipment to ensure work is complete. MUSC reserves the right to approve all parts used in work.

1.2.1.7. Repairs must not begin until work and parts are approved by MUSC.

1.2.2. Installation

1.2.2.1. General

1.2.2.1.1. Exposed cable must be installed parallel or perpendicular to surfaces or exposed structural members and follow surface contours where possible.

1.2.2.1.2. Cable must be secured to independent supports at intervals as required preventing sagging between supports.

1.2.2.1.3. Equipment and materials must be provided by factory authorized distributor to ensure proper installation and certification of modifications or repairs.

1.2.2.1.4. Factory authorized Edwards distributor must have a current State of South Carolina Fire Alarm Systems Business License issued by the South Carolina Contractors’ Licensing Board.

1.2.2.2. Callback

1.2.2.2.1. Callback is defined as any malfunction of any fire alarm equipment, fire panel, and related telephone lines which is caused by failure or malfunction of a repair part that was installed by the contractor.

1.2.2.2.2. The Contractor must respond to a call back situation by telephone within thirty (30) minutes of notification and be on site within two (2) hours.

1.2.2.2.3. The Contractor must maintain a complete-written record of all callbacks and repairs. These records must indicate the time, day, difficulty reported, and corrective measures taken to eliminate all difficulties.

1.2.2.2.4. A consolidated report is to be furnished to MUSC when a callback is performed, within seven (7) business days.

1.2.2.2.5. The offeror is required to provide the designated manager with information on the labor hours expended and parts that were repaired or replaced.

1.2.2.3. Work Hours

1.2.2.3.1. Normal business hours are Monday through Friday 7:00 am to 5:00 pm Eastern

Time except for State/Federal holidays. Upon request from MUSC, offerors must shift staff working hours during a work week to accommodate access to buildings.

1.2.2.3.2. **Non-Billable Services** - MUSC will not pay for travel time to or from the job site and such fees will not be included by the Contractor in hours charged for work performed. Charges begin when the Contractor arrives at the job site and end when the crew leaves the job site. Time records will be verified by MUSC staff.

1.2.2.3.3. The successful Offeror will coordinate with The MUSC contact person for scheduling necessary work hours for projects resulting from this contract. The work hours will be from 7:00 am. to 5:00 pm. Eastern Time, Monday through Friday. Offeror must modify work periods to accommodate university hours, if necessary.

1.2.2.3.4. "Regular hours" are to be from 7:00 am. to 5:00 pm. Eastern Time, Monday through Friday, inclusive of State/Federal holidays. "Premium hours" are 5:01pm to 6:59am, Saturday and Sunday and National holidays. Regular hours cannot be billed as premium hours.

2. LOT 2

2.1. Test & Inspection

2.1.1.General

2.1.1.1. All Fire Systems will be tested and inspected according to NFPA 72 (2010 and 2016)

2.1.1.2. Contractor must follow schedule developed by MUSC for year-round breakdown of inspection. Schedule is subject to change. *See Attachment E.*

2.1.1.3. Prior to start of contract, MUSC managers must be provided with contact names and phone numbers from each Vendor Service Location. These will include Service Manager; Inspection Manager; and Area General Manager or equivalent. Also, MUSC must be provided names and state license numbers of all Inspectors and Service Technicians for certification to perform inspections and service work on customer's Fire Alarm Systems. If a sub-contractor is utilized for testing, inspection, maintenance or repair, those certificates must be provided.

2.1.1.4. The Contractor must provide online access (Customer Portal) to key account information that includes:

- 2.1.1.4.1. All inspection reports and documents
- 2.1.1.4.2. Searchable inventory listing of all devices covered under this contract.
- 2.1.1.4.3. All service calls, which allow customer to look at history of location
- 2.1.1.4.4. Ability to generate service calls, and track status of all calls as they progress
- 2.1.1.4.5. All invoices and explanation in detail of each

2.1.2.Work Hours

2.1.2.1. Normal business hours are Monday through Friday 7:00am to 5:00 pm except for state and federal holidays. Upon request from MUSC, offerors must shift staff working hours during a work week to accommodate access to buildings.

2.1.2.2. **Non-Billable Services** - MUSC will not pay for travel time to or from the job site and such fees will not be included by the Contractor in hours charged for work performed.

Charges begin when the Contractor arrives at the job site and end when the crew leaves the job site. Time records will be verified by MUSC staff.

- 2.1.2.3. MUSC will provide a notice to the contractor seven (7) days prior to scheduling new hours. Examples of shifted hours are: Monday through Friday 5:00am to 3:00pm or Monday through Friday 9:00am to 7:00pm.

1.1.1.Reports and Documentation

- 1.1.1.1. Unless otherwise stated herein, all reports and documentation must be emailed to the manager designed in the pre-performance meeting.
- 1.1.1.2. Testing, Inspection, and Documentation must include all tests, inspections, and test methods performed as per tables 14.3.1, 14.4.2.2, and 14.4.5 of NFPA 72 (2010 and 2016).
- 1.1.1.3. Testing, Inspection, and Documentation must include the requirements from The Joint Commission Comprehensive Accreditation Manual for Hospitals, specifically EC.02.03.05 and LS.02.01.34 for all relevant buildings. *See Attachment D: List of Buildings for required locations.*
- 1.1.1.4. Documentation must be emailed to MUSC designated manager within seven (7) days after completion of testing and inspection. A daily emailed report is required at the end of each day of testing and inspection to include all deficiencies found.
- 1.1.1.5. If any device fails during testing and inspection, a report documenting the failure, must be emailed to the designed manager within one (1) day.

1.1.2.Annual Inspections

- 1.1.2.1. Upon award, Contractor will obtain a copy of all programmable devices in each fire alarm panel.
- 1.1.2.2. Contractor must perform inspections, functional tests, and diagnostic tests of panel functions, auxiliary and monitoring functions, and all accessible peripheral devices listed and currently connected to the facility Fire Alarm system per NFPA 72 (2010 and 2016)
- 1.1.2.3. Tests must be scheduled in advance with each building manager at least fourteen (14) days in advance of when inspection teams will perform inspections due.
- 1.1.2.4. Contracted service technicians will receive the assistance from MUSC staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas.
- 1.1.2.5. Proper inspection, functional testing, cleaning, and sensitivity testing procedures for all control panel functions, peripheral devices, utilizing only UL approved smoke detector sensitivity testing equipment, must be performed by Contractor in accordance with (NFPA 72, 2010 and 2016), manufacturer's recommendations, State Fire Code.

1.1.3.Semi-Annual Inspection

- 1.1.3.1. Vendor must conduct a visual inventory of all peripheral devices not included in the program to include-audio and visual devices, electro-mechanical releasing devices and initiation devices. All batteries must be load tested and documented.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)

All contractor personnel must check in with the designated manager at the Fire Alarm Shop before beginning and after completion of any work.

[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

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

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

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED)

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

Proof that Contractor is an authorized Edwards Technologies partner and Edwards 1,2,3 certified installer and repair contractor for the Charleston area. (Lot 1)

Proof that Contractor has a current Fire Alarm Systems Business License issued by the South Carolina Contractors' Licensing Board (Lot 1 & 2)

List of NICET certified technicians in employ of Contractor (Lot 1 & 2)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

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

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 BY LOT (JAN 2006):

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

AWARD CRITERIA -- BIDS (JAN 2006)

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

CALCULATING THE LOW BID (MODIFIED)

Lot 1:

Off-Site Monitoring and Repair: Lowest of the sum totals of the extended prices of monitoring fees and estimated hourly labor rates (hourly rates multiplied by the estimated work hours needed)

Lot 2:

Test and Inspection: Successful offeror will have the lowest sum total of yearly cost

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

[07-7A020-1]

DISPUTES (JAN 2006)

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

EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (MODIFIED)

(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.

The successful contractor shall submit invoices upon the completion of any projects resulting from this contract listing the purchase order and (AIM'S) work order number and submitted to the 'BILL TO' address shown on the purchase order. The invoice must be accompanied by one copy of each signed sales/delivery ticket.

Successful contractor of Lot 1 must submit all parts on separate invoice as they are not covered in the scope of this solicitation.

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

BADGES (MUSC)

Contractor shall be responsible for expenses incurred in having all personnel – contract and/or subcontract – working on the MUSC campus obtain MUSC Identification Badges. This includes a background check and possible Drug and TB Testing. Badges must be obtained prior to contract performance commencement.

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]

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]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

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

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

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

INTELLECTUAL PROPERTY (MUSC)

- a. All works, inventions, content, data, information and other materials, regardless of the form or media, provided by or on behalf of MUSC, its affiliated entities or their respective personnel or contractors shall remain the sole and exclusive property of MUSC (or its affiliate entity, as applicable), including, without limitation, all intellectual property rights therein. Neither this Agreement nor Contractor's performance of its obligations hereunder shall be construed as conferring upon Contractor any right or license in or to the foregoing by implication, estoppel or otherwise.
- b. Any products or deliverables provided by Contractor or any of Contractor's subcontractors to MUSC pursuant to the Services ("Products") shall be deemed to be work made for hire and MUSC shall own all right, title, and interest in and to the Products and each part and component thereof, whether or not patentable or copyrightable (including, without being limited to, results, inventions, information, materials, products, trade secrets, know-how, technical and non-technical data, discoveries, methods, processes, studies, research, test results, techniques, formulae, compounds, designs, improvements, developments, and any files, notebooks, drawings, software, computer programs, diagrams, specifications, and other documents containing or recording any of the foregoing), and any copyright therein and patent application or patent thereon. Contractor hereby transfers and assigns, and shall require its subcontractors to hereby transfer and assign, to MUSC all right, title and interest in and to the Products. At MUSC's request, Contractor and its subcontractors, as applicable, shall promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and shall do such other acts and things, as MUSC may deem necessary in order effectively to transfer, assign, convey, and vest in and to MUSC all right, title, and interest in and to the Products, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist MUSC in

prosecuting or defending any litigation and proceedings relating to the Products, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve MUSC's ownership of the right, title, and interest in and to the Products, each part and component thereof, all copyrights therein, and all patent applications and patents thereon. This Section shall survive termination of this Agreement.

LICENSES AND PERMITS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SHIPPING / RISK OF LOSS (JAN 2006):

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

SMOKING POLICY (MUSC)

As South Carolina's academic health center and home to the only National Cancer Institute-designated cancer institute in the state, it is a part of our mission to prevent cancer and to lead by example in providing the healthiest environment possible for everyone on our campus. MUSC is a totally tobacco-free campus, since March 1, 2019. Smoking is not permitted.

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 years 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 (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

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

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

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

WARRANTY -- ONE YEAR (MODIFIED)

Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation.

The Contractor must deliver to the MUSC representative upon completion of all work for any projects resulting from this Contract, his/her written guarantee, made out to and in a form satisfactory to MUSC, guaranteeing all of the work under the Contract to be free from faulty materials in every particular, free from improper workmanship, and against injury from

proper and usual wear, and agreeing to replace or to re-execute, without cost to MUSC, such work as may be found improper, and to repair all damage caused to the other work or the other work and/or materials, due to such required replacement or re-execution.

This guarantee shall be made to cover a period of one (1) year from the date of completion of work.

When defective workmanship and/or materials are discovered requiring repairs to be made under this warranty, all such repair work shall be done by the Contractor at this own expense with five (5) business days after written notice of such defect has been given to him by MUSC. Should the Contractor fail to repair or correct such defective workmanship and/or materials within five (5) business days after being notified, MUSC may make the necessary repairs and charge the Contractor with the actual cost of all labor and material required.

The Contractor will **not** be responsible for repairs necessitated by the negligence, misuse or vandalism of equipment or any other cause beyond its control except ordinary wear and tear.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

See Section III for details of each Lot. Offerors do not have to bid on each Lot. Lots may be awarded to separate vendors. Refer to tendering text in each line for guidance. Mandatory questions must be answered.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	12	Months		
Product Catg.: 99039 - Emergency Systems Monitoring Service				
Item Description: LOT 1: OFF-SITE MONITORING YEAR 1				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 1				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	12	Months		
Product Catg.: 99039 - Emergency Systems Monitoring Service				
Item Description: LOT 1: OFF-SITE MONITORING YEAR 2				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 2				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	12	Months		
Product Catg.: 99039 - Emergency Systems Monitoring Service				
Item Description: LOT 1: OFF-SITE MONITORING YEAR 3				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 3				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	12	Months		
Product Catg.: 99039 - Emergency Systems Monitoring Service				
Item Description: LOT 1: OFF-SITE MONITORING YEAR 4				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 4				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	12	Months		
Product Catg.: 99039 - Emergency Systems Monitoring Service				
Item Description: Lot 1: OFF-SITE MONITORING YEAR 5				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 5				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: REGULAR HOURS REPAIR & MAINT YR 1				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 4500 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 6				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What is the percentage discount off list price of parts?	Mandatory	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: REGULAR HOURS REPAIR & MAINT YR 2				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 4500 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 7				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What is the percentage discount off list price of parts?	Mandatory	No	-	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
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0008	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: REGULAR HOURS REPAIR & MAINT YR 3				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 4500 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 8				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What is the percentage discount off list price of parts?	Mandatory	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: REGULAR HOURS REPAIR & MAINT YR 4				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 4500 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 9				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What is the percentage discount off list price of parts?	Mandatory	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0010	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: REGULAR HOURS REPAIR & MAINT YR 5				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 4500 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 22				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What is the percentage discount off list price of parts?	Mandatory	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0011	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: PREMIUM HOURS REPAIR & MAINT YR 1				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 2000 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 11				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0012	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: PREMIUM HOURS REPAIR & MAINT YR 2				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 2000 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 10				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0013	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: PREMIUM HOURS REPAIR & MAINT YR 3				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 2000 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 12				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0014	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: PREMIUM HOURS REPAIR & MAINT YR 4				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 2000 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 12				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0015	1	Hour		
Product Catg.: 93609 - Alarm Equipment Maintenance/Repair (Fire etc.)				
Item Description: LOT 1: PREMIUM HOURS REPAIR & MAINT YR 5				
Tendering Text: Unit Price is the price per hour of any and all labor regardless of skillset, including programmer. Extended Price is the Unit Price multiplied by 2000 (the estimated hours of labor needed by MUSC per year). This is the contract maximum NOT a guarantee of payment. Payment will be based on hours worked as needed by MUSC.				
Internal Item Number: 14				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0016	12	Months		
Product Catg.: 99042 - Fire and Safety Services				
Item Description: LOT 2: FIRE ALARM TEST & INSPECT YEAR 1				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 15				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0017	12	Month		
Product Catg.: 99042 - Fire and Safety Services				
Item Description: LOT 2: FIRE ALARM TEST & INSPECT YEAR 2				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 16				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0018	12	Month		
Product Catg.: 99042 - Fire and Safety Services				
Item Description: LOT 2: FIRE ALARM TEST & INSPECT YEAR 3				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 17				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0019	12	Month		
Product Catg.: 99042 - Fire and Safety Services				
Item Description: LOT 2: FIRE ALARM TEST & INSPECT YEAR 4				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 18				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0020	12	Months		
Product Catg.: 99042 - Fire and Safety Services				
Item Description: LOT 2: FIRE ALARM TEST & INSPECT YEAR 5				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12)				
Internal Item Number: 19				
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. If you answer "Yes," Enter your address in the Comment Field.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – Offeror’s Checklist
Attachment B – Campus Map
Attachment C – Device List
Attachment D– List of Buildings
Attachment E – Inspection Calendar
Attachment F – Sample Report

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 South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <https://dor.sc.gov/>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

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

[09-9005-5]

	State of South Carolina Amendment 1	Solicitation: 5400021738 Date Issued: 08/11/2021 Procurement Officer: Andy Champion Phone: 843-792-1300 E-Mail Address: champiow@musc.edu Mailing Address: University Procurement 1 South Park Circle Building 1, JB501 Charleston SC 29407

DESCRIPTION: **FIRE ALARM MAINTENANCE**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): 08/17/2021 at 2:00 PM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 08/10/2021 at 2:00 PM to champiow@musc.edu (See "Questions From Offerors")

NUMBER OF COPIES TO BE SUBMITTED: See Page 3

CONFERENCE TYPE: SITE VISIT DATE & TIME: 1:00 PM on 8/9/2021 <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: 37 Sabin St Charleston SC 29425 (Meet on concrete pad on side of building)
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AWARD & AMENDMENTS	Award will be posted on 8/20/2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)
--

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS:

UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION.

STRICKEN TEXT IS DELETED.

[02-2A097-1]

Question and Answers

- Q1. Should the materials and labor costs for migrating the Fire Alarm Systems over to the Emergency 24 Monitoring Station be included in the Monitoring Costs? Or will those costs be determined on a panel by panel basis after the award?
- A1. This will be on a Panel by Panel basis (some small buildings will not be done at all). The monitoring system used will need to be contact ID capable there is no need to give the migration cost because we will have their labor rates.
- Q2. Under the Repair and Maintenance areas it states that "***Payment will be based on hours worked as needed by MUSC***". With this language it is assumed that all Repair and Maintenance Labor will be performed on a work order by work order basis, and invoiced to MUSC for payment upon completion. For clarity, this is not a "Comprehensive Labor Agreement" where all labor for Diagnosis and Repairs for the Fire Alarm Systems are covered correct?
- A2. Correct. Work order by work order basis. MUSC does not guarantee any minimum payments throughout the life of the contract for repairs.
- Q3. Do we need to factor or provide any pricing information for onsite technician(s) during an evacuation?
- A3. Hurricane/storms on-site technician would be at MUSC's discretion
- Q4. Can you please provide the annual fire alarm inspection & testing cost for the last Fire Alarm Maintenance contract?
- A4. \$300,000

- Q5. College of Nursing – Fire Curtains – please give additional details on the fire curtains and number installed.
- A5. One vertical drop rolling fire barrier at a sign in desk
- Q6. School Bldg. A, B, garage – Atrium Exhaust – Please give additional details around this system and testing requirements.
- A6. Exhaust fans in the top of the atrium. Testing requirements are to confirm activation of fans (they can be heard) and that the front doors open. No pressures have to be taken or recorded.
- Q7. Are there any devices that will require a lift? If yes, can you please supply the information for the devices requiring the lift? Will that cost be included in the annual inspection cost?
- A7. No devices require a lift for testing, as long as the correct test equipment is on-site.
- Q8. Are there any devices that are not accessible? Please let us know how to proceed if we run into this issue.
- Q8. All devices are accessible. Any that are not will be reported to the alarm shop and access will be provided.
- Q9. Elevator Recall – Will the elevator control company be onsite to reset the elevators during testing?
- A9. Yes
- Q10. Can you provide a total count of fire alarm control panels that will need to be inspected?
- A10. 48
- Q11. Can you provide a total count of auxiliary power supplies that will need to be inspected?
- A11. 140
- Q12. Can you provide a total count of remote annunciators that will need to be inspected?
- A12. 4

- Q13. Do the fire alarm systems have a graphics package integrated?
- A13. No. They are capable of graphics on FireWorks but this will be a project on the repair contract if we decide to add this.
- Q14. Can inspection & testing be performed during normal operating hours 8AM- 5PM M-F? Will any facilities need to be tested at night? Please list buildings that will need to be tested in the evening if so.
- A14. AHU shut down/Elevator recall/ AV activation has historically been done at 5am weekdays or all at once on a Saturday. All other testing is done during normal working hours.
- Q15. Can monitoring be broken out into its own Lot? If so, is the reprogramming of the communicators part of the Lot 1 Repair costs?
- A15. No. Monitoring will remain in Lot 1. Cost of programming communicators and any other fees must be added to the Extended Cost for Lot 1: Off-Site Monitoring Year 1

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	12	Months		
Product Catg.: 99039 - Emergency Systems Monitoring Service				
Item Description: LOT 1: OFF-SITE MONITORING YEAR 1				
Tendering Text: Unit Price is the monthly price. Extended Price is the Unit Price multiplied by twelve (12) <u>Cost of programming communicators and any other fees must be added to the Extended Cost for Lot 1: Off-Site Monitoring Year 1</u>				

- Q16. Is the monitoring mobile phone app a function of the central station monitoring or an the existing EST application?
- A16. Monitoring mobile phone app is a function of the central station monitoring and is not an EST application.
- Q17. In regards to monitoring, contact ID is asked to be used for the fire dept to dispatch to a specific area, not just a building, what do we do with the buildings that don't have that capability?
- A17. The monitoring must be contact ID capable. We are looking to ensure future capability of contact ID. The winning bidder will provide a single Alarm, single supervisory, and a single trouble point as they do now, immediately after award.

- Q18. Does this include the inspection of flows/tampers or is that covered on the sprinkler side of inspections?
- A18. Tamp/Flow will be a part of the upcoming sprinkler inspection contract.
- Q19. Only 6 buildings were in red for joint commission procedures, so only those 6 buildings are requiring semi-annual visual inspection?
- A19. All buildings require semi-annual inspections per NFPA 72. The red buildings need to be in a joint commission formatted report.

**Medical University of South Carolina
1 South Park Circle
Building 1, Procurement Suite JB402
Charleston, SC 29407**

Intent to Award

Posting Date: October 07, 2021

Solicitation: 5400021738

Description: FIRE ALARM MAINTENANCE

Agency: MEDICAL UNIVERSITY OF SOUTH CAROLINA

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **8:00 AM October 19th, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

NO AWARD IS MADE ON ITEM(S): LOT 1

Cancellation of Solicitation

In accordance with Section 19-445.2065 (B) the bid for Lot 1 of Solicitation 5400021738 is cancelled due to revision in specifications; therefore, it is in the best interest of MUSC to cancel. It is MUSC's intent to resolicit at a later date.

**CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO
COMMENCEMENT OF SERVICES UNDER CONTRACT.**

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. 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.

Contract Number: 4400027150

Awarded To: CONVERGINT TECHNOLOGIES (7000243313)
300 REMOUNT ROAD SUITE 300
NORTH CHARLESTON SC 29406

Total Potential Value: \$ 1,052,616.00

Maximum Contract Period: October 18, 2021 through October 17, 2026

Item	Description	Unit Price	Total
00001	LOT 2: FIRE ALARM TEST & INSPECT YEAR 1	\$ 17,260.00	\$ 207,120.00
00002	LOT 2: FIRE ALARM TEST & INSPECT YEAR 2	\$ 16,841.00	\$ 202,092.00
00003	LOT 2: FIRE ALARM TEST & INSPECT YEAR 3	\$ 17,346.00	\$ 208,152.00
00004	LOT 2: FIRE ALARM TEST & INSPECT YEAR 4	\$ 17,868.00	\$ 214,416.00
00005	LOT 2: FIRE ALARM TEST & INSPECT YEAR 5	\$ 18,403.00	\$ 220,836.00

Procurement Officer
ANDY CHAMPION

November 5, 2021

Delivery Via Email

John St. C. White, PE

Materials Management Officer and State Engineer

Division of Procurement Services

SC State Fiscal Accountability Authority

1201 Main Street, Suite 600

Columbia, SC 29201

jswwhite@mmo.sc.gov

SUBJECT: Medical University of South Carolina (MUSC) Response to Protest dated October 13, 2021 by L&S Electronics of Intent to Award under Solicitation No. 5400021738; LOT 2 – Fire Alarm Maintenance

Dear Mr. White,

MUSC takes exception to the facts and grounds upon which L&S Electronics bases its protest in the above referenced matter and submits this letter in response. L&S sets forth in their protest “My client bid in response to the above Solicitation, which originally included two lots, Lots 1 and Lot 2, for fire alarm maintenance at MUSC. The bid documents indicate that an award, with respect to Lot 2, will be made to the lowest bidder, which has the lowest sum total of yearly costs. (see enclosed bid document).”

MUSC contends that a bona fide offer was never submitted by L&S Electronics, as they did not comply with the clear and unambiguous instructions of the Solicitation, and by doing so failed to accept the terms and conditions of the Solicitation.

The cover page of the Solicitation clearly stated,

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

Those same solicitation instructions are repeated again in section IV of the Solicitation.

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

L&S Electronics failed to submit a signed Cover Page or Page 2 or upload an image of the Cover Page and Page 2 as instructed, thereby not accepting the terms of the Solicitation.

Furthermore, in addition to not submitting a signed offer and accepting the terms of the Solicitation, L&S Electronics also failed to submit *any* of the documents which were required to be submitted as described in Section IV, as referenced above, and Section V of the Solicitation such as:

- signed Cover Page and Page Two
- Bidding Schedule/Price Proposal
- Narrative statement required
- Proof that Contractor has a current Fire Alarm Systems Business License issued by the South Carolina Contractors' Licensing Board (Lot 1 & 2)
- List of NICET certified technicians in employ of Contractor (Lot 1 & 2)

Accordingly, as a result of these numerous but significant failures by L&S Electronics, they were deemed by MUSC to be non-responsive and accordingly their non-responsive bid was not considered.

In addition, MUSC disputes protestor's contention that MUSC indicated an award would be made to the lowest bidder. L&S Electronic's position statement is based on extracted verbiage from different sections of the Solicitation and in fact is not representative of the language in the Solicitation.

MUSC's Solicitation was specific as to Award Criteria and a description of how the lowest bid would be calculated is set forth below:

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006):

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

AWARD CRITERIA -- BIDS (JAN 2006)

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

CALCULATING THE LOW BID (MODIFIED)

Lot 1:

Off-Site Monitoring and Repair: Lowest of the sum totals of the extended prices of monitoring fees and estimated hourly labor rates (hourly rates multiplied by the estimated work hours needed)

Lot 2:

Test and Inspection: Successful offeror will have the lowest sum total of yearly cost

The criteria clearly indicated that the award would be made to the lowest responsible and *responsive* bidder. L&S Electronics was deemed non-responsive for the reasons stated above.

As L&S was non-responsive, they could not be considered. Therefore, as reflected in the bid tabulations, the Intent to Award to responsive bidder Convergent Technologies was posted. L& S Electronics has failed to meet its burden of proof to support its protest.

MUSC's posted Intent to Award was appropriate, in compliance with the Procurement Code and therefore respectfully requests that L&S Electronic's protest be deemed without merit and MUSC be permitted to proceed with the award.

Thank you for your consideration. Should you require additional information or clarification on any items included in this response please do not hesitate to contact me at drachmar@musc.edu.

Respectfully,



Annette R. Drachman
General Counsel

[illegible]

4	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No	No	No	No
4	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No	No	No	No
5	Lot 1: OFF-SITE MONITORING YEAR 5								
5	Net price	2,180.29 USD	0 USD	0 USD	2,292.00 USD	34.75 USD			
5	Unit of Measurement	MON	MON	MON	MON				
5	Price Unit	1	1	1	1	1			
5	Product ID								
5	Quantity	12 MON	12 MON	12 MON	12 MON	12 MON			
5	Net value	26,163.48 USD	0 USD	0 USD	27,504.00 USD	417.00 USD			
5	Acceptance Status								
5	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No			
5	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
5	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
6	LOT 1: REGULAR HOURS REPAIR & MAINT YR 1								
6	Net price	90 USD	0 USD	0 USD	110 USD	45 USD			
6	Unit of Measurement	HR	HR	HR	HR				
6	Price Unit	1	1	1	4500				
6	Product ID								
6	Quantity	1 HR	1 HR	1 HR	1 HR	1 HR			
6	Net value	90 USD	0 USD	0 USD	110 USD	45 USD			
6	Acceptance Status								
6	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No			
6	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
6	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
6	Discount off list price for parts and materials	25%	1%	1%	25%	0%			
7	LOT 1: REGULAR HOURS REPAIR & MAINT YR 2								
7	Net price	100 USD	0 USD	0 USD	115 USD	45.50 USD			
7	Unit of Measurement	HR	HR	HR	HR				
7	Price Unit	1	1	1	4500	1			
7	Product ID								
7	Quantity	1 HR	1 HR	1 HR	1 HR	1 HR			
7	Net value	100 USD	0 USD	0 USD	115 USD	45.50 USD			
7	Acceptance Status								
7	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No			
7	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
7	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
7	Discount off list price for parts and materials	25%	1%	1%	25%	0%			
8	LOT 1: REGULAR HOURS REPAIR & MAINT YR 3								
8	Net price	110 USD	0 USD	0 USD	120 USD	46 USD			
8	Unit of Measurement	HR	HR	HR	HR				
8	Price Unit	1	1	1	4500	1			
8	Product ID								
8	Quantity	1 HR	1 HR	1 HR	1 HR	1 HR			
8	Net value	110 USD	0 USD	0 USD	120 USD	46 USD			
8	Acceptance Status								
8	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No			
8	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			
8	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No			

8	Discount off list price for parts and materials		25%		1%		1%		25%		0%
11	LOT 1: REGULAR HOURS REPAIR & MAINT YR 4										
11	Net price		120 USD		0 USD		0 USD		125 USD		46.50 USD
11	Unit of Measurement		HR		HR		HR				
11	Price Unit		1		1		1		4500		1
11	Product ID										
11	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR
11	Net value		120 USD		0 USD		0 USD		125 USD		46.50 USD
11	Acceptance Status										
	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. If you answer "Yes," Enter your address in the Comment Field.		Yes		No		No		Yes		No
11	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No
11	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No
11	Discount off list price for parts and materials		25%		1%		1%		25%		0%
12	LOT 1: REGULAR HOURS REPAIR & MAINT YR 5										
12	Net price		130 USD		0 USD		0 USD		130 USD		47 USD
12	Unit of Measurement		HR		HR		HR		HR		
12	Price Unit		1		1		1		4500		1
12	Product ID										
12	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR
12	Net value		130 USD		0 USD		0 USD		130 USD		47 USD
12	Acceptance Status										
	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No
12	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. If you answer "Yes," Enter your address in the Comment Field.		Yes		No		No		Yes		No
12	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No
12	Discount off list price for parts and materials		25%		1%		1%		25%		0%
13	LOT 1: PREMIUM HOURS REPAIR & MAINT YR 1										
13	Net price		140 USD		0 USD		0 USD		165 USD		72.50 USD
13	Unit of Measurement		HR		HR		HR		HR		
13	Price Unit		1		1		1		2000		1
13	Product ID										
13	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR
13	Net value		140 USD		0 USD		0 USD		165 USD		72.50 USD
13	Acceptance Status										
	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. If you answer "Yes," Enter your address in the Comment Field.		Yes		No		No		Yes		No
13	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No
13	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No
14	LOT 1: PREMIUM HOURS REPAIR & MAINT YR 2										
14	Net price		150 USD		0 USD		0 USD		172.5 USD		73.25 USD
14	Unit of Measurement		HR		HR		HR		HR		
14	Price Unit		1		1		1		2000		1
14	Product ID										
14	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR
14	Net value		150 USD		0 USD		0 USD		172.5 USD		73.25 USD
14	Acceptance Status										
	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. If you answer "Yes," Enter your address in the Comment Field.		Yes		No		No		Yes		No Response
14	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No Response
14	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences		No		No		No		No		No Response
15	LOT 1: PREMIUM HOURS REPAIR & MAINT YR 3										
15	Net price		160 USD		0 USD		0 USD		180 USD		73.25 USD
15	Unit of Measurement		HR		HR		HR		HR		
15	Price Unit		1		1		1		2000		1
15	Product ID										
15	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR
15	Net value		160 USD		0 USD		0 USD		180 USD		74 USD

15	Acceptance Status												
	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. If you answer "Yes," Enter your address in the Comment Field.	Yes		No		No		Yes			No		
	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
15	www.procurement.sc.gov/preferences	No		No		No		No			No		
16	LOT 1: PREMIUM HOURS REPAIR & MAINT YR 4												
16	Net price		170 USD		0 USD		0 USD		187.5 USD		74.75 USD		
16	Unit of Measurement	HR		HR		HR		HR					
16	Price Unit		1		1		1		2000		1		
16	Product ID												
16	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR		
16	Net value		170 USD		0 USD		0 USD		187.5 USD		74.75 USD		
16	Acceptance Status												
	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. If you answer "Yes," Enter your address in the Comment Field.	Yes		No		No		Yes			No		
	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
16	www.procurement.sc.gov/preferences	No		No		No		No			No		
17	LOT 1: PREMIUM HOURS REPAIR & MAINT YR 5												
17	Net price		180 USD		0 USD		0 USD		195 USD		75.50 USD		
17	Unit of Measurement	HR		HR		HR		HR					
17	Price Unit		1		1		1		2000		1		
17	Product ID												
17	Quantity		1 HR		1 HR		1 HR		1 HR		1 HR		
17	Net value		180 USD		0 USD		0 USD		195 USD		75.50 USD		
17	Acceptance Status												
	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. If you answer "Yes," Enter your address in the Comment Field.	Yes		No		No		Yes			No		
	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
17	www.procurement.sc.gov/preferences	No		No		No		No			No		
18	LOT 2: FIRE ALARM TEST & INSPECT YEAR 1												
18	Net price		5,527.08 USD		18,868.19 USD		5,896.92 USD		17,260.00 USD		550 USD		
18	Unit of Measurement	MON		MON		MON		MON					
18	Price Unit		1		1		1		1		1		
18	Product ID												
18	Quantity		12 MON		12 MON		12 MON		12 MON		12 MON		
18	Net value		66,324.96 USD		226,418.28 USD		70,763.04 USD		207,120.00 USD		6600 USD		
18	Acceptance Status												
	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. If you answer "Yes," Enter your address in the Comment Field.	Yes		No		No		Yes			No		
	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
18	www.procurement.sc.gov/preferences	No		No		No		No			No		
19	LOT 2: FIRE ALARM TEST & INSPECT YEAR 2												
19	Net price		5,858.71 USD		19,434.24 USD		6,073.75 USD		16,841.00 USD		550 USD		
19	Unit of Measurement	MON		MON		MON		MON					
19	Price Unit		1		1		1		1		1		
19	Product ID												
19	Quantity		12 MON		12 MON		12 MON		12 MON		12 MON		
19	Net value		70,304.52 USD		233,210.88 USD		72,885.00 USD		202,092.00 USD		6600 USD		
19	Acceptance Status												
	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. If you answer "Yes," Enter your address in the Comment Field.	Yes		No		No		Yes			No		
	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No		No		No		No			No		
19	www.procurement.sc.gov/preferences	No		No		No		No			No		

	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No	No	
20	LOT 2: FIRE ALARM TEST & INSPECT YEAR 3							
20	Net price	6,210.23 USD	20,017.26 USD	6,195.17 USD	17,346.00 USD	550 USD		
20	Unit of Measurement	MON	MON	MON	MON			
20	Price Unit	1	1	1	1	1		
20	Product ID							
20	Quantity	12 MON	12 MON	12 MON	12 MON	12 MON		
20	Net value	74,522.76 USD	240,207.12 USD	74,342.04 USD	208,152.00 USD	6600 USD		
20	Acceptance Status							
20	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No		
20	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No		
20	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No		
21	LOT 2: FIRE ALARM TEST & INSPECT YEAR 4							
21	Net price	6,582.84 USD	20,617.78 USD	6,381.00 USD	17,868.00 USD	550 USD		
21	Unit of Measurement	MON	MON	MON	MON			
21	Price Unit	1	1	1	1	1		
21	Product ID							
21	Quantity	12 MON	12 MON	12 MON	12 MON	12 MON		
21	Net value	78,994.08 USD	247,413.36 USD	76,572.00 USD	214,416.00 USD	6600 USD		
21	Acceptance Status							
21	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No		
21	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No		
21	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No		
22	LOT 2: FIRE ALARM TEST & INSPECT YEAR 5							
22	Net price	6,977.82 USD	21,236.31 USD	6,572.00 USD	18,403.00 USD	550 USD		
22	Unit of Measurement	MON	MON	MON	MON			
22	Price Unit	1	1	1	1	1		
22	Product ID							
22	Quantity	12 MON	12 MON	12 MON	12 MON	12 MON		
22	Net value	83,733.84 USD	254,835.72 USD	78,864.00 USD	220,836.00 USD	6600 USD		
22	Acceptance Status							
22	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. If you answer "Yes," Enter your address in the Comment Field.	Yes	No	No	Yes	No		
22	Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No		
22	Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	No	No	No	No	No		

BID TABULATION 5400021738: PREFERENCE CALCULATOR

LOT 2	Hiller	JCI	Convergint	Convergint (RVP/RSCP)	FLSA	L&S	L&S(RVP/RSCP)
Year 1 Test & Inspect	\$6,600.00	\$70,763.04	\$207,120.00	\$192,621.60	\$226,418.28	\$66,324.96	\$61,682.21
Year 2 Test & Inspect	\$6,600.00	\$72,885.00	\$202,092.00	\$187,945.56	\$233,210.88	\$70,304.52	\$65,383.20
Year 3 Test & Inspect	\$6,600.00	\$74,342.04	\$208,152.00	\$193,581.36	\$240,207.12	\$74,522.76	\$69,306.17
Year 4 Test & Inspect	\$6,600.00	\$76,572.00	\$214,416.00	\$199,406.88	\$247,413.36	\$78,994.08	\$73,464.49
Year 5 Test & Inspect	\$6,600.00	\$78,864.00	\$220,836.00	\$205,377.48	\$254,835.72	\$83,733.84	\$77,872.47
TOTAL LOT 2	\$33,000.00	\$373,426.08	\$1,052,616.00	\$978,932.88	\$1,202,085.36	\$373,880.16	\$347,708.55

**Medical University of South Carolina
1 South Park Circle
Building #1, Procurement Suite JB501
Charleston, SC 29407**

Memorandum For Record Non-Responsive Bid

Posting Date: 09/22/2021

Solicitation: 5400021738
Description: FIRE ALARM MAINTENANCE
Agency: Medical University of South Carolina

Bidder Information: L&S Electronics
PO Box 90310
North Charleston, SC 29410
mbrodie@lselectsc.com

Bid responses for the above referenced solicitation have been reviewed. This office has determined the aforementioned offeror's bid to be non-responsive and will not be considered for award due to the following reason(s):

- **Failed to submit the following required information stipulated in the solicitation document:**
 - Completed and Signed Cover Page and Page Two
 - All items from IV. INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL
 - Narrative statement required in V. QUALIFICATIONS - QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY
 - All of the items from V. QUALIFICATIONS – REQUIRED INFORMATION

Andy Champion
Procurement Manager

**Medical University of South Carolina
1 South Park Circle
Building #1, Procurement Suite JB402
Charleston, SC 29407**

Memorandum For Record Non-Responsive Bid

Posting Date: 09/22/2021

Solicitation: 5400021738
Description: FIRE ALARM MAINTENANCE
Agency: Medical University of South Carolina

Bidder Information: Johnson Controls, Inc.
1141 Remount Ste 400
North Charleston, SC 29406
hugh.denton@johnsoncontrols.com

Bid responses for the above referenced solicitation have been reviewed. This office has determined the aforementioned offeror's bid to be non-responsive and will not be considered for award due to the following reason(s):

- **Failed to submit the following required information stipulated in the solicitation document:**
 - Incomplete Cover Page
 - Narrative statement required in V. QUALIFICATIONS - QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (Page 23)
 - All of the items from V. QUALIFICATIONS – REQUIRED INFORMATION (Page 23)

Andy Champion
Procurement Manager

**Medical University of South Carolina
1 South Park Circle
Building #1, Procurement Suite JB402
Charleston, SC 29407**

**Memorandum For Record
Non-Responsive Bid**

Posting Date: 10/07/2021


Solicitation: 5400021738
Description: FIRE ALARM MAINTENANCE
Agency: Medical University of South Carolina

Bidder Information: Hiller Systems
2031 Avenue B Bldg 44
North Charleston, SC 29405
cwood@hillercompanies.com

Bid responses for the above referenced solicitation have been reviewed. This office has determined the aforementioned offeror's bid to be non-responsive and will not be considered for award due to the following reason(s):

- **Failed to submit the following required information stipulated in the solicitation document:**
 - All of the items from V. QUALIFICATIONS – REQUIRED INFORMATION
(Page 23)

Andy Champion
Procurement Manager

	State of South Carolina Amendment I	Solicitation: 5400021738 Date Issued: 08/11/2021 Procurement Officer: Andy Champion Phone: 843-792-1300 E-Mail Address: champiow@musc.edu Mailing Address: University Procurement 1 South Park Circle Building 1, JB501 Charleston SC 29407

DESCRIPTION: **FIRE ALARM MAINTENANCE**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): 08/17/2021 at 2:00 PM (See "Deadline For Submission Of Offer" provision)


QUESTIONS MUST BE RECEIVED BY: 08/10/2021 at 2:00 PM to champiow@musc.edu (See "Questions From Offerors")

NUMBER OF COPIES TO BE SUBMITTED: See Page 3

CONFERENCE TYPE: SITE VISIT DATE & TIME: 1:00 PM on 8/9/2021 <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: 37 Sabin St Charleston SC 29425 (Meet on concrete pad on side of building)
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AWARD & AMENDMENTS	Award will be posted on 8/20/2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE FIRE SERVICE MANAGER <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME James Hugh Denton <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)
