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## Protest Decision

**Matter of:** Harley Enterprises, Inc.

**File No.:** 2026-108

**Posting Date:** January 23, 2026

**Contracting Entity:** South Carolina Dept. of Transportation

**Solicitation No.:** 5400025556

**Description:** Rest Area & Truck Parking Janitorial RFP

### DIGEST

The Chief Procurement Officer (CPO) grants, in part, the protest of Hartley Enterprises, Inc. (HEI). The protest document is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

- On August 30, 2023, the South Carolina Department of Transportation (SCDOT) issued a solicitation (Exhibit B) for Rest Area & Truck Parking Janitorial. The solicitation was processed using the request for proposals source selection method (RFP).

- On September 28, SCDOT issued Amendment 1 (Exhibit C) consisting of answers to supplier questions.<sup>1</sup>
- On June 4, 2024, SCDOT received 6 proposals including one from HEI.
- On June 25, SCDOT distributed all responsive proposals to the Evaluation Committee.
- On July 23, the Evaluation Committee met to review and score the technical and cost proposals.
- On November 13, SCDOT posted an Intent to Award a contract to US Facilities, Inc.
- On November 27, HEI protested the Intent to Award, alleging several grounds including that the procurement officer erred by evaluating cost objectively when the solicitation mandated that cost would be evaluated subjectively.
- On March 11, 2025, the CPO granted the protest, CPO Case No. 2025-118, finding the cost evaluation improper. Having granted the protest on this ground, the CPO dismissed HEI's remaining grounds as moot.
- On March 20, USF appealed the CPO's decision to the Procurement Review Panel. HEI did file an appeal.
- On May 19, the Procurement Review Panel affirmed the CPO's decision in *Appeal by U.S. Facilities*, Case No. 2025-1.
- On July 16, SCDOT re-evaluated the proposals with a new evaluation panel.
- On August 8, SCDOT posted an Intent to Award a contract to US Facilities, Inc.
- On August 18, HEI filed an intent to protest the award of the solicitation
- On August 25, HEI again protested the solicitation, raising grounds it had previously raised in its protest dated November 27, 2024.

## DISCUSSION

### *The “Law of the Case” Doctrine*

As an initial matter, USF argues that HEI raises the same issues it raised in its protest dated November 27, 2024, which was decided by the CPO and then appealed to the Panel. According to USF, the CPO should dismiss the current protest based on the “law of the case” doctrine.

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<sup>1</sup> SCDOT also issued Amendments 2, 3, 4 to the solicitation which are not relevant to this protest.

The “law of the case” doctrine generally precludes parties “from re-litigating, after appeal, matters that were either not raised on appeal, but should have been, or raised on appeal, but expressly rejected by the appellate court.” *Judy v. Martin*, 381 S.C. 455, 458-59, 674 S.E.2d 151, 153 (2009). The CPO, however, declines to apply this doctrine for several reasons.

First, the doctrine “applies only to subsequent proceedings *in the same litigation* following an appellate decision[.]” *Lifschultz Fast Freight, Inc. v. Haynsworth, Marion, McKay & Guerard*, 334 S.C. 244, 245, 513 S.E.2d 96, 96-97 (1999) (emphasis added). The “‘law of the case’ is just that—the law of the case in which it was made, not the law of future cases.” *Builders Mut. Ins. Co. v. Bob Wire Elec., Inc.*, 424 S.C. 161, 165, 817 S.E.2d 807, 809 (Ct. App. 2018). The doctrine does “not apply between separate actions, even if they are related.” 18B Wright & Miller, *Federal Practice & Procedure* § 4478 (3d ed. 2025). Here, USF argues that the protest arises out of the same solicitation that HEI protested in 2024. That protest, however, was appealed to the Panel, which issued a final decision pursuant to § 11-35-4410(6). The Panel’s order simply affirmed the CPO’s decision rather than remanding it to the CPO for further proceedings. The decision ended the first “litigation,” and HEI’s current protest is a new protest of a new award.

Second, the issues previously raised in HEI’s 2024 protest were neither “explicitly decided” nor “necessarily decided” by either the CPO or the Panel. “The doctrine of the law of the case applies to an order or ruling which finally determines a substantial right.” *Shirley’s Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013). It only “applies to issues explicitly decided and issues necessarily decided in the former case.” *Crossmann Communities of N. Carolina, Inc. v. Harleysville Mut. Ins. Co.*, 411 S.C. 506, 524, 769 S.E.2d 453, 463 (Ct. App. 2015). “[T]he phrase ‘necessarily decided’ . . . describes all issues that were ‘fully briefed and squarely decided’ in an earlier appeal.” *Burley v. Gagacki*, 834 F.3d 606, 618 (6<sup>th</sup> Cir. 2016) (citation omitted). In that case, the Sixth Circuit declined to apply the doctrine to an issue that it had previously found moot. The court “found the issue moot . . . and thus did not ‘squarely decide’ the merits of the district court’s ruling.” *Id.* Here, the CPO neither explicitly nor necessarily decided the issues that HEI now raises in its protest. The CPO, instead, dismissed them as moot, and the Panel never addressed them.

Finally, the “law of the case” doctrine is a “discretionary appellate doctrine.” *State v. Hewins*, 409 S.C. 93, 113 n.5, 760 S.E.2d 814, 824 n.5 (2014). The doctrine is not a limit on a court’s authority; instead, the “constraint is a matter of discretion.” 18B Wright & Miller, *Federal Practice & Procedure* § 4478 (3d ed. 2025). The doctrine makes sense in the context of traditional litigation, where the appellate court has ruled on an issue and remanded the case back to the lower court. In that circumstance, the lower court should be bound by the ruling. But we are not dealing with a matter where the Panel has expressly decided a matter and remanded it back to the CPO. Instead, this is a new protest. Further, procurement protests are different than traditional litigation. They have tight timelines, which reflect the State’s desire to get on with its business, balanced against a protestor’s right to ensure the process was fair and legal. A system that mandates that the CPO decide every issue—however small, trivial, or redundant—after already granting the protest on another issue, does not promote economy or fairness in this process. Neither does forcing an otherwise successful protestor to appeal issues rendered moot by the CPO’s decision on another issue. Here, even if the CPO had the authority to apply the “law of the case,” its application is unwarranted.

The CPO now turns to the merits of the protest.

*Minimum acceptance period.*

HEI alleges that USF’s proposal was non-responsive because it improperly modified the minimum acceptance period. The solicitation mandated that offerors hold their offer open “for a minimum of ninety (90) calendar days after the Opening Date.” USF’s proposal stated that “our proposal is valid for 90 days after the Solicitation opening date.” The CPO finds that USF’s proposal was responsive to this requirement.

Here, the State asked offerors to keep their offers open for a minimum of 90 days after opening date. The opening date was June 4, 2024, meaning the State required offers to remain open until at least September 2, 2024. USF was responsive because it agreed to keep its offer open until September 2, 2024. And because responsiveness is determined at the time an offer is opened.

*Appeal by Blue Cross and Blue Shield of S.C.*, Panel Case No. 2019-2, USF’s proposal was responsive when the procurement officer opened the proposals on June 4, 2024.

It is true that USF's offer had expired by the time of award. But "a bidder may extend its acceptance period, and thus revive its expired bid, if doing so would not comprise the integrity of the competitive bidding system." *Rubbermaid, Inc.*, B-238631 (1990). "Where the low bidder states that its bid will be open for the minimum bid acceptance period required by the solicitation, and the bidder subsequently extends its bid acceptance period when requested to do so after the period has lapsed, the integrity of the bidding system is not compromised." *Id.*; *see also* *Rice Serv., Ltd. v. U.S.*, 25 Cl. Ct. 366, 367-68 (1992) (finding contracting officer's decision to revive proposals after original acceptance period did not unfairly prejudice an offeror that had extended its acceptance period prior to expiration).<sup>2</sup>

The CPO denies this protest ground.

*Page limits and font requirements*

HEI protests that that USF's proposal violates the solicitation's page-limit and font requirements. According to HEI, this not only rendered USF's proposal non-responsive, but it also led to an unequal and unfair evaluation.

As an initial matter, the CPO finds that the failure to follow page limits and font requirements is not an issue of responsiveness. Responsiveness concerns whether the contractor has unequivocally agreed to perform as requested. CBINIC ET AL., FORMATION OF GOV'T CONTRACTS 5-34 (5<sup>th</sup> ed. 2023). This generally applies to performance requirements affecting "the price, quality, quantity, or delivery of the supplies or performance of the contract." S.C. Code § 11-35-1520(13). While the solicitation may require a page limit or font requirement, this rarely will influence the performance of the contract. An offeror may unequivocally agree to perform a contract and therefore be considered responsive.

While the failure to follow page limits and font requirements is not a matter of responsiveness, it does raise an issue of fairness and equality in the evaluation process. The Procurement Code

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<sup>2</sup> HEI's protest cites *Protests of DynaLantic Corp.*, 91-1 B.C.A. (1990), a case from the GSA Board of Contract Appeals. That case is inapplicable because the offeror had only agreed to keep its offer open 60 days when the solicitation required a minimum of 90.

requires that offerors must be treated fairly and equally. “The code must be construed . . . to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased confidence in the procedures followed in public procurement.” S.C. Code Ann. § 11-35-20(1)(f). This concept applies throughout the entire procurement, including during evaluations. As the Panel has held, “[e]valuations are found to be arbitrary when offerors are not treated equally in the evaluation process.” *Appeal by CBN Secure Tech*, Panel Case No. 2024-4.

“As a general matter, offerors must prepare their proposals within the format limitations set out in an agency’s solicitation.” *Tipping Point Solutions, Inc.*, B-422570 (Comp. Gen. 2024). Offerors that exceed a solicitation’s page limits assume the risk that the evaluators will not consider the excess pages. *Id.* And where a proposal incorporates material by reference, the referenced material is considered part of the page count. *DnyCorp Int’l*, B-411126.4 (Comp. Gen. 2016).

The rule, however, is not absolute, because page-limit and font deviations may be waived if the waiver does not prejudice other offerors.<sup>3</sup> *Id.* This is consistent with the Procurement Code, where the procurement officer may waive minor informalities unless a waiver would prejudice other offerors.

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders.

S.C. Code Ann. § 11-35-1520(13).

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<sup>3</sup> The failure to follow exact requirements may be waived if the non-conformity is “merely a matter of form or is some immaterial variation from the exact requirements of the [solicitation] having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract.” S.C. Code § 11-35-1520(13). The waiver, however, cannot prejudice other offerors.

In this case, SCDOT chose to draft the solicitation with strict page-limit and font requirements.

The solicitation contained the following page limits and font requirements:

Submittals should be no more than 35 pages, print size should be 12-point font minimum, on 8½ by 11 paper, (**one page printed on both sides counts as TWO pages**). Supporting documentation, such as promotional literature, **will be** considered as part of the page limit. **The following are the only items/pages that will not count as part of your 35-page limit:**

- The Cover Page and Page Two of this solicitation document
- **Table of Contents**
- Dividers
- Insurance Information
- Cost Sheet/Bidding Schedule
- Minority Participation Questionnaire
- Attachment C

**Proposals that exceed the 35 page limit may be viewed as non-responsive.**

(Solicitation, p. 57) (formatting in original)

In response to the solicitation, USF submitted a 33-page technical proposal that referenced a 10-page attachment titled “Company Health, Safety, and Environmental Policy and Program Summary.” This attachment was not one of the bullet-point items—such as the table of contents or insurance information—that were excepted from the page limits. Had the procurement officer disregarded the attachment and not submitted it to the evaluators, no prejudice would have flowed to HEI. However, the procurement officer informs the CPO that he did not hold back any part of the proposals from the evaluators. They were expressly instructed to evaluate the proposals “as they were submitted,”<sup>4</sup> with no instruction to ignore any material beyond the page limits.

Nevertheless, USF and SCDOT argue that the 10-page attachment is authorized under the following clause:

#### **CONTENTS OF OFFER (RFP) (FEB 2015)**

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<sup>4</sup> See page 4, paragraph O, of the written instructions to the evaluation panel, titled “Evaluation Panel – General Instructions.”

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

(Solicitation, p. 38). But the CPO finds that this clause does not apply to the attachment because the information in USF's 10-page attachment was requested in solicitation for purposes of evaluation. It was not "over and above" the information requested in the solicitation. Offerors were requested to cross-reference each requirement in the Solicitation's "Scope of Work/Specifications" and "should include enough detail to demonstrate an understanding of each requirement and the scope of the project." (Solicitation, p. 57). The Specifications asked the offerors to respond to "Safety Requirements" (p. 47) and "Employee Safety and Training" (p.50) and cautioned them that "the health, safety and convenience of the public *are the essence of the service.*" (p. 54) (emphasis added). Given the importance of health and safety to this procurement, a ten-page attachment that outlines an offeror's safety and health policy could be persuasive to evaluators. Further, if offerors could rely on the CONTENTS OF OFFER clause to attach additional information requested by the solicitation, the page limits would be meaningless. *See Mafadden & Associates, Inc., B-275502 (Comp. Gen. 1997)* (finding it improper for agency to consider appendix that would exceed page limits, "because to do so would confer . . . a competitive advantage over those offerors whose proposals complied with the page limit.").

Having issued a solicitation with strict page-limit and font requirements, SCDOT could not waive the requirements unless no other offer would suffer prejudice. As to the font requirements, the CPO finds HEI has failed to meet its burden of proving prejudice. From a review of the proposals, it appears the USF's text with the smaller font, if enlarged to 12-point font, would not have expanded the body of main technical proposal beyond the page limits. The page-limit

violation, however, is a different matter. The CPO finds that HEI was prejudiced. Unlike USF, it was not permitted additional pages to elaborate on its health and safety program.

The CPO, therefore, grants this protest issue in part. The CPO denies that USF's proposal was non-responsive in this regard but finds that SCDOT's evaluation of the excess pages gave USF an unfair competitive advantage and prejudiced HEI.

*Cover page*

HEI protests that USF failed to submit a cover page using the original solicitation. The CPO denies this protest ground. USF submitted a cover page from Amendment #3. The solicitation defines the "Solicitation" as "this document, including all its parts, attachments, and any Amendments." (Solicitation, p. 30). The solicitation included Amendment #3. Further, there was no material change from the cover page in Amendment 1 to the cover page in Amendment #3. The only difference was the date of opening. Ultimately, USF agreed to be bound by the terms of the solicitation and its price proposal acknowledges that it accepted all amendments. At worst, this was a minor informality that did not prejudice any other offerors. S.C. Code Ann. § 11-35-1520(13).

*Insurance*

HEI protests that USF was nonresponsive for failing to submit all the required insurance information, as required by the clause "INFORMATION FOR OFFERORS TO SUBMIT," which states:

You should submit a summary of all insurance 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 a claims-made basis.

The CPO disagrees.

While the above language is contained in Section IV, Information for Offers to Submit, the actual insurance requirements are found in the terms and conditions in Section VII. There, the solicitation requires offerors **to procure** CGL, auto liability, and workers compensation with minimum limits. (Solicitation, p. 67) USF took no exception to these requirements and, by

signing the cover page, agreed to be bound by the terms of the solicitation, including the insurance requirements. *Appeal by Executive Info Sys., LLC*, Panel Case No. 2019-1(II). Further, USF submitted a certificate of liability insurance that shows coverage under each of the requested insurance types and meeting the requirements with minimum limits. While USF “should” have submitted the requested summary in Section IV, this does not render it non-responsive.<sup>5</sup> This is akin to failing to provide a requested certificate of liability insurance—a minor informality. S.C. Code Ann. § 11-35-1520(13)(h). This protest issue is denied.

#### *Scope of work requirements*

HEI protests that the solicitation required offerors to “[s]ubmit a response that addresses each component listed in Section III, using (as applicable) the same major section subject headings, subheadings, letters and/or numbers.” (Solicitation, p. 58). The Panel has held, however, “that the failure to respond exactly as required by the RFP is a waivable technicality under Reg.19-445.2080 in this case.” *Appeals by Justice Tech.*, Panel Case No. 1992-4. In that case, the solicitation asked offerors to respond to each section, following the RFP format, and indicate whether the product complies or does not comply with each specific requirement. While the vendor failed to respond point-by-point and failed to indicate affirmatively to each section, the Panel found that the vendor “does sufficiently indicate that it is prepare to comply with the essential requirements found in the RFP.”

Here, USF took no exception to the requirements and, by signing its cover page, agreed to be bound by the solicitation’s requirements. For example, HEI complains that USF’s cleaning schedule is non-compliant because it lists several bullet points but does not list all the bullet points in the solicitation. However, USF was absolutely clear that “[w]e will perform all

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<sup>5</sup> HEI references a CPO case and a Panel case in its protest. Neither is applicable. In *Protest of Office Depot/Max*, CPO Case 2014-121, the vendor did not unequivocally agree to the State’s insurance requirements, responding that “we are happy to discuss” the mandatory insurance requirements. Here, USF has unequivocally agreed to comply with the solicitation’s insurance requirements. In *Appeal by Transportation Mgmt. Serv.*, Panel Case No. 1992-15, the solicitation required comprehensive insurance, as mandated by the federal grant. The vendor’s proposal did not unequivocally agree to provide this type of insurance. When pressed, it even argued that it can self-insure and, in any event, “the presence or absence of comprehensive insurance has no cost consequence to the State.” Because the State could not determine that the vendor had this federally mandated insurance, it deemed the vendor non-responsive.

cleaning maintenance duties in accordance with the schedule outlined in the contract to maintain clean and safe facilities at all times.” (USF Technical Proposal, p. 8). Any failure to affirmatively respond to each requirement is a minor informality that does not prejudice HEI.

Finally, HEI submitted a “matrix” to its protest that tracks each section and indicates “NON-COMPLIANT” or “PARTIALLY NON COMPLIANT” in 52 different sections. The CPO finds that HEI has failed to specify its protest. While a protest is not judged by highly technical or formal standards, *Protest of Oakland Janitorial Serv., Inc.*, Panel Case No. 1988-13, the specifics of the errors must be alleged, and catchall allegations regarding the “totality of errors” is insufficient to state a valid ground. *Appeal by DPConsultants, Inc.*, Panel Case No. 1998-6 “[R]eferences to unspecified or generalized defects concerning entire sections of a proposal do not meet the test of particularity required by the statute.” *Appeal by Trans. Mgmt. Serv., Inc.*, Case No. 2000-2. “The larger the RFP and its requirements, the more specific a protestant will need to be to state its grievance and give notice of the issues of protest.” *Appeal by NBS Imaging Sys., Inc.*, Case No. 1993-16. HEI’s shotgun approach to pleading, where the errors are broadly asserted without specifics, is insufficient to give notice of the issues to be decided. The CPO denies this protest issue.

#### *Organization and staffing*

HEI protests that USF’s staffing levels are insufficient to perform the contract. The solicitation, however, was flexible. It required a staffing plan that—

will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor’s knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract.

(Solicitation, pp. 6 and 14). While HEI complains that that USF’s staffing levels are insufficient to perform the contract, the Panel rejected a similar argument made under a previous rest-area maintenance contract. *Appeal by VetPride Serv.*, Panel Case No. 2018-5. In that case, VetPride argued that MRT, a joint venture between HEI and Ashley Marie Group, could not comply the staffing requirements because it had bid too low. The Panel found that allegations that MRT could not perform the contract and maintain staffing levels were matters of contract

administration based on speculation that MRT would violate the contract. This failed to state a proper protest ground.

Here, USF took no exception to the staffing requirements. Any speculation that it will be unable to perform the contract is a matter of contract administration. The CPO denies this protest issue.

#### *Scope of the evaluation*

Finally, HEI protests that the evaluators considered unstated criteria, in violation of § 11-35-1530(7). First, HEI alleges that Evaluator #4's comment, that "1800+ employees should cover the state," was based on unstated criteria because USF did not propose 1800 employees.

However, Evaluator #4's comment was regarding the criterion for background and qualifications. Under this criterion, evaluators were to evaluate "offeror's relevant background and qualifications as they pertain to the proposed work." (Solicitation, p. 61). The CPO finds that Evaluator #4's comment about 1800+ employees is relevant to USF's background and qualifications, and relevant to whether a large organization has the resources to adequately staff the State's rest areas.

Second, HEI argues that Evaluator #4 improperly downgraded HEI for not implementing changes included in this current contract. In commenting on the technical proposal, Evaluator #4 states as follows:

Decently written proposal, but he is saying that there will be a lot of changes from what he is doing currently. Don't understand why he wouldn't implement already if there are better ways of doing things.

The CPO finds that this comment is outside the stated criteria. *Appeal by Samsara, Inc.*, Panel Case No. 2024-6 (finding evaluating offer on being "American made" with a veteran-support policy arbitrary when not relevant to the evaluation factors). The criterion for the technical proposal was simply "(I) Executive Summary, (II) Technical Proposal, (III) Project Management and Planning." While this criterion was a bit vague and left a lot of room for the evaluators to work with, Evaluator #4's comments went outside the scope of the evaluation criteria. It is plausible, based on its experience, that HEI could have developed new methodologies for its business processes; it may not have suggested such "changes" in a previous proposal because it

Protest Decision, page 13

Case No. 2026-108

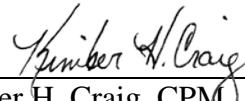
January 23, 2026

had not yet developed them. That it has not previously performed these proposed “changes” should not be held against it on the technical evaluation of a new procurement

Although the CPO finds the evaluator lacked a rational basis to downgrade HEI on this basis, the error is harmless. A harmless error, even if arbitrary, is “not a basis for ordering relief.” *Appeal by Excent*, Panel Case No. 2013-2. Here, even if Evaluator #4 gave HEI the maximum points for its technical proposal, the rankings would not have changed. The same is true if you removed Evaluator #4’s scores entirely. The CPO denies this protest ground.

## **DECISION**

For the reasons stated above, the CPO grants HEI’s protest in part. This solicitation is remanded to SCDOT to proceed in accordance with the Code.



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Kimber H. Craig, CPM  
Chief Procurement Officer

Columbia, South Carolina

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Protest Appeal Notice (Revised July 2025)*

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.

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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 2025 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 J&Hs, 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 366, Columbia, SC 29201**

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Name of Requestor

Address

City

State

Zip

Business Phone

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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: \_\_\_\_\_

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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.**

# GRAVES & DAVIS

Attorneys at Law

**Melissa J. Copeland**  
 Columbia Office  
 803.309.4686  
 Missy@GravesDavis.com

August 25, 2025

Via Electronic Delivery to protest-mmo@mmo.state.sc.us, protest-mmo@mmo.sc.gov, and playerjd@scdot.org

Chief Procurement Officer  
 Materials Management Office  
 1201 Main Street, Suite 601  
 Columbia, SC 29201

SCDOT Chief Procurement Officer  
 955 Park Street, Room 101  
 Columbia, SC29201

Re: Protest of Award to US Facilities Inc.; Rest Area & Truck Parking Janitorial RFP  
 Solicitation No. 5400025556

Dear Chief Procurement Officers:

This firm represents Hartley Enterprises, Inc. (“HEI”). HEI herewith submits this protest of the evaluation and award in the above-referenced matter. This protest is submitted to you as Chief Procurement Officer pursuant to S.C. Code Ann. § 11-35-4210, with respect to the above referenced solicitation and process and the Intent to Award issued to US Facilities Inc. (“USF”) in connection with Rest Area & Truck Parking Janitorial RFP Solicitation No. 5400025556. The Intent to Award was posted on August 8, 2025. HEI’s Notice of Intent to Protest was timely filed on August 18, 2025. This protest is timely submitted. The grounds of this protest are set forth below.

An Intent to Award was originally issued to USF in November 2024. HEI protested that award on many different grounds. HEI’s protest was sustained on the one ground that the cost evaluation was not performed as required by the RFP. Because the protest was sustained on that one ground, the remaining protest issues were found to be moot and were not decided. HEI asserts those undecided issues again here as they raise important issues of USF’s failure to comply with material, mandatory requirements of the RFP which must be addressed before the State can proceed in this matter. In addition, there are additional protest grounds that arose as part of the re-evaluation which followed the granting of HEI’s prior protest.

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HEI reserves the right to offer facts, evidence and argument in support of the protest at any time as may be permitted by law. HEI requests due notice and a hearing at which it will present facts, evidence and argument on these issues and any others as may be properly raised under law. If for any reason a hearing will not be held, HEI requests that the CPO advise of any deadlines for the submission of evidence and argument in support of this protest.

## **I. Introduction**

The CPO should sustain this protest because USF's proposal was non-responsive to material requirements of the RFP, including page and font limit requirements (thereby affording it an improper advantage over other offerors who were permitted less space in which to present their proposal) and many of the Scope of Work requirements, including the requirement to provide costly maintenance services, including mechanical sweeping and pressure washing. Importantly, USF modified the RFP requirements and agreed to keep its bid open only for 90 days thus allowing its bid to *expire* before the original Intent to Award was even issued. Additionally, the evaluation was arbitrary and capricious as the evaluators rely on objectively false statements to support their scoring in the re-evaluation. These errors require that the protest be sustained.

## **II. Factual Background**

### **A. The Solicitation**

The State issued this Solicitation for Rest Area and Truck Parking Janitorial services on August 30, 2023. The Solicitation was amended and reissued in its entirety in Amendment 1 issued on September 28, 2023.<sup>1</sup> Amendment 2 was issued on September 29, 2023 and provided additional answers to vendors' questions. Amendment 3 was issued on May 13, 2024 following the resolution of a specification protest. Amendment 4, issued on May 22, 2024, provided an amended Bidding Schedule.

The Solicitation solicits a contractor to provide "the janitorial services, building systems maintenance and repairs for both interior and exterior of Rest Area (RA) and Truck Parking Area (TPA) Complexes." RFP Am. 1 at 40, attached as Exhibit A. The Solicitation required pricing for 28 different line items. (RFP Am. 4).

The RFP had very specific instructions about proposal submission:

Submittals should be no more than 35 pages, print size should be 12-point font minimum, on 8½ by 11 paper, (**one page printed on both sides counts as TWO pages**). Supporting documentation, such as promotional literature, **will** be considered as part of the page

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<sup>1</sup> All citations to the Solicitation in this protest will be to the most recent conformed Solicitation at Amendment 1, unless otherwise expressly noted.

limit. **The following are the only items/pages that will not count as part of your 35-page limit:**

- The Cover Page and Page Two of this solicitation document
- Table of Contents
- Dividers
- Insurance Information
- Cost Sheet/Bidding Schedule
- Minority Participation Questionnaire
- Attachment C

**Proposals that exceed the 35 page limit may be viewed as non-responsive.**

Exhibit A, RFP Am. 1, p. 57 (emphasis in original).

The RFP further provided that:

**NOTE: It is essential that Offerors follow the format and instructions as stated below.** At a minimum, Offerors should state each item and respond directly below the item.

The Offeror must cross-reference its Technical proposal with each requirement listed in Section III. Scope of Work/Specifications of this RFP.

Your offer should include enough detail to demonstrate an understanding of each requirement and the scope of the project. The proposals should be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find requirements specifically addressed in the RFP. Failure to provide information required by this RFP may result in rejection of the proposal due to non-responsiveness.

## **(I) EXECUTIVE SUMMARY**

The Executive Summary should be written in non-technical language to summarize the Contractor's understanding of the scope of work and to demonstrate their overall capabilities and approaches for accomplishing the services requested by this RFP.

## **(II) WORK OVERVIEW**

Submit a response that addresses each component listed in Section III. Scope of Work, using (as applicable) the same major section subject headings, subheadings, letters and/or numbers.

### **(III) PROJECT MANAGEMENT AND PLANNING**

The Offeror shall include in this section of its proposal details of the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The Offeror's proposal shall identify key personnel as well as all staff proposed to meet the requirements of the RFP. Provide details of their intended project management approach and project control methods, including quality assurance/control. These should clearly explain how the Offeror proposes to manage the project, control activities, report progress and how the account will be staffed. List the names of staff to be assigned to this project with a description of their role and responsibilities, their qualifications, and experience working in the custodial and facility maintenance space.

### **(IV) QUALIFICATIONS AND EXPERIENCE**

The Offeror's qualifications, experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size of scope.

Exhibit A, RFP Am. 1, p. 57-58 (emphasis in original).

The RFP provided further instructions for information for offerors to submit:

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]

Exhibit A, RFP Am. 1, p. 59.

The Solicitation provided for the following Evaluation factors:

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Evaluation Criteria	Solicitation Section(s) Used for Evaluation	Maximum Points
Technical Proposal	(I) Executive Summary (II) Technical Proposal (III) Project Management and Planning	40
Background and Qualifications	(IV) Qualifications and Experience (offeror's relevant background and qualifications as they pertain to the proposed work)	35
Cost	Price Proposal (total price for all products/services as outlined in this solicitation and any other costs involved to complete Offeror's proposed solution based on scope of work)	25
<b>Total Possible Points</b>		<b>100 Points</b>

Exhibit A, RFP Am. 1, p. 61.

## **B. The Evaluation, Protest, and Re-Evaluation**

Proposals from six offerors were evaluated (USF, HEI, Allegiance, City Wide, C. Jenkins, and Service Master). The Original Score & Ranking Determination is attached as Exhibit B. A proposal from CleanNet was also opened at the proposal opening on June 4, 2024, but that proposal was not referenced in the Score & Ranking Determination. Service Master's Proposal was found to be non-responsive. *See Exhibit B.*

The Original Score & Ranking Determination found that USF was "Most Advantageous," Allegiance was "Second," and HEI was Third. *See Exhibit B.* That Determination also erroneously stated that "Pricing was within a \$2M range across the Contractors, except for one outlier ...." *Id.* However, the actual range, excluding the one outlier, was \$3.6 million – nearly double the amount included as part of the justification for award and USF proposed the highest cost. *Id.*

In November 2024, HEI protested the award asserting among other grounds that the Cost scoring was done objectively rather than subjectively as required. The CPO sustained the protest on that ground. The Panel upheld the CPO's decision on May 5, 2025 and issued its written decision on May 19, 2025. On August 8, 2025, SCDOT issued an award to USF following a re-scoring of the

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Page 6 of 14

proposals.

HEI submitted a FOIA request for all materials related to the Solicitation that post-dated the materials provided in response to the FOIA request made prior to the initial protest in November 2024. SCDOT provided 38 items in response to that request. The Determination: Re-evaluation provides that US Facilities received the highest score and HEI received the Second Highest Score. *See* Determination: Re-evaluation, attached as Exhibit C. The original evaluation was conducted by five evaluators. The re-evaluation was conducted by four evaluators.

### III. Detailed Statement of Protest Grounds

#### A. USF Failed To Offer A Compliant Proposal.

Under South Carolina law, procuring agencies may consider only responsive offerors for award. *See* S.C. Code § 11-35-1520(10) (requiring award to the “lowest responsive and responsible bidders”); S.C. Code §11-35-1530(7) (requiring “responsive” offerors to be ranked).) USF failed to comply with several Solicitation requirements which separately and together should have rendered USF ineligible for award.

The Procurement Code defines a “responsive offeror” as one “who has submitted a[n] . . . offer which conforms to all material aspects to the . . . request for proposals.” S.C. Code § 11-35-1410(7). Under the provisions governing RFPs, a proposal must be responsive in order to be evaluated, ranked, and considered for award. S.C. Code § 11-35-1530(7). Generally speaking, responsiveness is determined at the time an offer is opened and, unless discussions are conducted under section 11-35-1530(6), is based on the information included in an offeror's proposal. USF's proposal was not responsive and, therefore, the State should not have evaluated, ranked, and considered USF for award.

1. USF improperly modified the Solicitation requirements rendering its proposal invalid at the time of the posting of the original Intent to Award.

The Solicitation Cover Page provides that:

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

Exhibit A (RFP Amendments 1 Cover Page); *see also* Amendments 2, 3, and 4 Cover Pages (emphasis added).

USF improperly modified this language to provide that its Proposal was only valid for a **maximum** of 90 days from the opening date:

We organized our proposal into two separate parts (Technical and Business-Price) and aligned it with the RFP's scope of work (SOW) to clearly demonstrate the knowledge, technical capabilities, and personnel expertise we will engage to fulfill all contract requirements. Additionally, **our proposal is valid for 90 days after the Solicitation opening date.**

Exhibit D, USF Technical Proposal, p. 1 (emphasis added). Such a unilateral modification of a material term of the offer and acceptance renders USF's proposal non-responsive. *See Protests of DynaLantic Corp.*, GSBCA Nos. 10923-P, 10953-P (1990)(emphasis added), attached as Exhibit E ("A bid acceptance period mandated in a solicitation is a material requirement which must be complied with at bid opening in order for the bid to be responsive. ***Thus, when a bidder fails to specify in its bid that it is offering an acceptance period at least as long as that required by the government, the bid must be rejected.*** Compliance with the required bid acceptance period is necessary so that all bidders share the same business risks of leaving their bids open for acceptance by the government for the same amount of time. An offeror who is allowed to specify a shorter acceptance period (regardless of whether by accident or design) would enjoy an unfair competitive advantage because it would be able to refuse the award after its bid acceptance period expired should it decide that it no longer wanted the award, for example, because of unanticipated cost increases, or extend its bid acceptance period after competing bids have been exposed.").

The Solicitation Opening Date was June 4, 2024. *See* RFP Am. 4. Ninety days after June 4, 2024 was September 2, 2024. USF's Proposal expired on that date. No extension of the bids was requested or provided, and as a result, the USF bid literally had expired by its terms and was no longer valid or eligible for award as of the date of the award. The Original Intent to Award was not issued until over two months later on November 13, 2024. There was no communication with USF asking them to clarify or remove their restriction on the proposal validity date and there was no request or offer to extend the validity of the proposal. As a result, the USF proposal (offer) was non-responsive and it expired before award, thus it should not have been evaluated or considered for award.

2. **USF's Proposal was non-responsive and should have been rejected as it failed to comply with the page limit and font requirement.**

The Solicitation was very clear about the page limit and font size. Proposals were limited to 12-point font on 35 (8 ½ by 11 size) pages with only a few enumerated items being excluded from that page count. Exhibit A, RFP Am. 1, p. 57. USF exceeded this page limit by 9 pages. USF's Technical Proposal (not including pages that were not to be covered by the page limit) was 43 pages long. *See* Exhibit D. USF's Technical Proposal contained 8 pages that had large portions of text that was much smaller than the required 12-point font. (USF's proposal does include a few half-filled pages but that does not make up for the page overages). USF's Technical Proposal at page 31 was actually two separate pages containing scanned copies of recommendation letters which clearly violated the page and 12-point font requirement. USF's Cost Proposal also included

an additional page of technical proposal information in addition to the required Bidding Schedule. *See* USF Cost Proposal, attached as Exhibit F. By not holding USF to the page and font requirement, USF was given an unfair advantage and was not on equal footing with the other offerors:

The page limits imposed on offerors in a procurement are a tool used to manage the amount of information that an agency is required to review in order to make a decision, and to ensure that all offerors are on equal footing when they respond to the solicitation. In all instances, the parties must edit their submissions to comply with page limitations.

*Tetra Tech AMT v. United States*, 128 Fed. Cl. 169, 183. All vendors would have benefitted from more pages and space in which to promote their proposal. But the RFP restricted that space, and USF unilaterally took such an improper advantage.

The RFP used the word “should” in stating the font and page limit requirement. The Panel has stated that “should” can be mandatory or permissive depending on the context. *See Appeal of CollegeSource*, Case No. 2008-4. Here, the context clearly shows that the font and page requirements were mandatory. These requirements were very detailed and exact as to how the font and page limits would be determined. It required 12-point font, 8.5 x 11 paper, and even specified that one page printed on both sides counted as two pages. The RFP then listed the exact items which were the only items NOT to count towards the 35-page limit. The RFP went on to state in bold, blue font that failure to comply may result in a proposal being found non-responsive. Clearly, given this context and level of detail, the page and font requirements were mandatory and not permissive.

USF benefitted in scoring by its violation of this requirement and HEI was penalized in scoring by its compliance with this requirement. HEI had originally included numerous letters of recommendation as well as an entire page of discussion of proposed technology to be used in the accomplishment of the proposed work. However, HEI was required to delete these items to comply with the mandated page constraint. Letters of recommendation and issues of technology were areas specifically mentioned by several evaluators as a reasoning for the higher scores awarded to USF in the re-evaluation.<sup>2</sup> Thus clearly showing that USF’s improper inclusion of additional pages above and beyond the permissible number of pages allowed it an improper advantage over HEI. USF failed to comply with the mandatory requirements of the solicitation and its proposal should have been rejected as non-responsive. HEI was never offered the chance to any similar extended or increased number of pages, and so HEI was not given an equal chance to make an

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<sup>2</sup> See Re-Evaluation Scoring Sheets for USF and HEI for the four evaluators attached as composite Exhibit G. (Evaluator 1 notes technology items as strengths for USF: “transferable maintenance management program; “proven ability to leverage technology;” Evaluator 2 notes technology and references as strengths for USF: “tech-forward approach”; “strong references;” Evaluator 3 notes technology as a strength for USF: “CMMS insight inventory collection seems advantageous”).

extended written submission outside the express terms of the solicitation. Only USF was given that chance. This is by definition unfair and unequal treatment of vendors, which is prohibited.

3. USF failed to comply with other mandatory requirements of the solicitation.

a. Cover Page

The RFP required that the proposal include “The Cover Page and Page Two of this solicitation document.” Exhibit A, RFP, Am. 1, p. 57. The RFP defined Cover Page as “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.” Exhibit A, RFP, Am. 1, p. 30 (emphasis added). USF’s Cost Proposal included only the first page of Amendment #3 and a Page Two. *See Exhibit F.* USF failed to comply with the mandatory instruction to use the Cover Page of the original solicitation, and accordingly, their proposal should have been rejected as non-responsive.

b. Insurance

The Solicitation contained the following insurance requirements:

You should submit a summary of *all* insurance 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.

Exhibit A, RFP, Am. 1, p. 59 (emphasis added). This was a material, mandatory requirement of the RFP. *See In the Matter of Protest of Office Depot/Max*, Case No. 2014-121, p. 17 (“There was certainly no offer by Office Depot/Max to comply with the IFB’s insurance requirements either. Office Depot/Max was nonresponsive to the IFB requirement for Contractor’s Liability Insurance. Cf. *Appeal by Transportation Management Services, Inc.*, Panel Case No. 1992-15 (“The Panel finds the requirement that information on comprehensive insurance be provided relates to the quality of performance and that the absence of such information is not a minor technicality under Reg. 19-445.2080.”)”).

It is important to note that the insurance section was excluded from the page limit restrictions of the RFP so USF was free to use as many pages as it needed or wanted to confirm its compliance with the insurance requirements. However, USF only submitted one page – a “sample” certificate of insurance. In comparison, HEI’s Insurance section consisted of 24 pages detailing and providing all of the required insurance information. USF failed to comply with this requirement as it only provided a “Sample Insurance Certificate.” Exhibit D, USF Technical Proposal, Attachment 3. USF failed to provide a description of operations/locations, failed to name SCDOT or the contract, and failed to comply with the requirement to provide the A.M. Best rating. Furthermore, the RFP required a summary of *all* insurance coverage types. The Contractor is required by law to maintain

health insurance for employees on this contract, but USF failed to confirm or provide any information regarding this required health insurance. USF's failure to comply with the insurance requirements rendered its proposal non-responsive.

c. Scope of Work Requirements

The Solicitation required offerors to “[s]ubmit a response that addresses each component listed in Section III. Scope of Work, using (as applicable) the same major section subject headings, subheadings, letters and/or numbers.” Exhibit A, RFP Am. 1, p. 58. Here, USF failed to address many of the required elements of the Scope of Work as well as many other requirements of the RFP. *See* Matrix attached as Exhibit H.

Further, the RFP at p. 44 requires a list of specific duties to be done on different schedules, specifically as follows:

1. Every two (2) hours, at a minimum
2. Twice each eight-hour shift, at a minimum
3. Once each eight-hour shift, at a minimum
4. Daily during the first shift, at a minimum
5. Daily during the second shift, at a minimum
6. Weekly
7. Twice each week (or as directed during the off-peak hours)
8. Once each month, at a minimum
9. Once each quarter, at a minimum
10. Twice per year, at a minimum

Exhibit A, RFP Am. 1, pp. 44-46 (numbering not in the original but added for ease of reference). Interestingly, in its Proposal, USF agrees to perform on some schedules (items 1, 2, 3, 4, 6, and 8 above), but not the other items required at the other stated cleaning intervals (5, 7, 9, and 10). Exhibit D, p. 8. Importantly, this excludes compliance with the requirement for all 19 rest areas and 7 truck parking areas to “Mechanically sweep the entire parking area, once in the spring and once in the fall.” Exhibit A, RFP, Am. 1, p. 46. This item alone would cost approximately \$75,000-\$100,000 per year and USF does not commit to perform this requirement of the RFP at all. USF also excluded the requirement to pressure wash twice per year. Exhibit A, RFP, Am. 1, p. 46. Another costly item that USF did not commit to provide.

d. Organization and Staffing

The RFP provides as follows:

The Contractor must provide a designated point of contact at each location and for each shift. The Contractor must provide the appropriate number of staff to adequately and successfully perform

the duties outlined in this RFP. *Where a facility restroom cannot be divided both physically and visually for cleaning at the Rest Area (ex. Sumter NB and Sumter SB), the Contractor shall provide at least one (1) male and one (1) female per facility each shift* (the female custodian shall clean the women's restroom and the male shall clean the men's restroom). The Contractor's designated point of contact will be part of the "appropriate number of staff" for each facility.

Exhibit A, RFP Am. 1, p. 42 (emphasis added).

The staffing levels provided by USF are insufficient to perform the duties of the contract. USF's Proposal (Exhibit D, page 29) provides for 1 Supervisor (between both sites) and 1 Lead and 8 Attendants for a total of 9 FTE's which is not sufficient to meet this RFP requirement.

The RFP also provided that:

The Offeror shall include in this section of its proposal details of the proposed project organization and staffing. *This shall include project organization charts showing all proposed personnel by job title and lines of supervision.* The Offeror's proposal shall identify key personnel as well as all staff proposed to meet the requirements of the RFP. Provide details of their intended project management approach and project control methods, including quality assurance/control. These should clearly explain how the Offeror proposes to manage the project, control activities, report progress and how the account will be staffed. List the names of staff to be assigned to this project with a description of their role and responsibilities, their qualifications, and experience working in the custodial and facility maintenance space.

Exhibit A, RFP, Am. 1, p. 58 (emphasis added).

USF's organizational chart is top heavy and does not provide any mention of the seven (7) Truck Parking Areas, nor does it identify the 19 rest area facilities staffing organization, just Regions 1, 2, and 3. The proposed organizational staffing stops at middle management. Exhibit D, p. 16. In addition, the RFP requires USF to provide accurate and clearly defined staffing for the contract work to include shifts, hours and seasons. USF provided no information regarding their number of shifts, hours of the shifts, number of employees per shift or seasonal hours.

**B. The State's Re-Evaluation Deviated From RFP Requirements and The Stated Evaluation Criteria.**

The law requires agencies to evaluate proposals based solely on the factors identified in the RFP: "Proposals must be evaluated using only the criteria stated in the request for proposals .... Once evaluation is complete, all responsive offerors must be ranked ... considering only the evaluation factors stated in the request for proposals." S.C. Code Ann. § 11-35-1530(7). This rule (like its federal counterpart) exists to ensure a fair competition. *Dubinsky v. United States*, 43 Fed. Cl. 243, 259 (1999) ("making offerors aware of the rules of the game in which they seek to participate is fundamental to fairness and open competition.").

The law requires fair and equal treatment of vendors. "As with any duty or act performed pursuant to the Procurement Code, the evaluation of proposals must be done in good faith with observance of reasonable standards of fair dealing. 11-35-30. Therefore, each proposal must receive fair and equal consideration by the State." *In Re: Protest of Polaroid Corporation*, 1988 SC CPO LEXIS 5, \*14.

To prevail [on a disparate evaluation claim] at the Claims Court, a protestor must show that the agency unreasonably downgraded its proposal for deficiencies that were "substantively indistinguishable" or nearly identical from those contained in other proposals. ... A protestor may also prevail by showing that the agency inconsistently applied objective solicitation requirements between it and other offerors, such as proposal page limits, formatting requirements, or submission deadlines.

*Office Design Grp. v. United States*, 951 F.3d 1366, 1372 (internal citations omitted). Here, there was clear unequal treatment of vendors in the evaluation process which warrants a cancellation of the award.

1. USF was given unequal treatment as its proposal violated the objective page and font restriction limits and thus it was afforded an advantage that other offerors did not have.

The Solicitation was very clear about the page limit and font size. Proposals were limited to 12-point font on 35 (8 ½ by 11 size) pages with only a few enumerated items being excluded from that page count. Exhibit A, RFP Am. 1, p. 57. As detailed above, USF exceeded this page limit by at least 9 pages. HEI fully complied with this requirement.

By not holding USF to the page and font requirement, it was given an unfair advantage and was not on equal footing with HEI:

The page limits imposed on offerors in a procurement are a tool used to manage the amount of information that an agency is required to review in order to make a decision, and to ensure that all offerors are on equal footing when they respond to the solicitation. In all instances, the parties must edit their submissions to comply with page limitations.

*Tetra Tech AMT v. United States*, 128 Fed. Cl. 169, 183. By evaluating the non-responsive proposal of USF, it was given an improper advantage because the State inconsistently applied an objective solicitation requirement. USF was given at least an additional 9 pages (8 in the Technical Proposal and 1 in the Financial Proposal and arguably even more pages as its Technical Proposal contained an additional 8 pages with font smaller than 12-point size) – an advantage that was not afforded to HEI and as shown above impacted the evaluation. Accordingly, the evaluation was improper and the award must be rescinded.

2. The evaluation was arbitrary and capricious where USF was upgraded in scoring for staffing a number of employees that were not included in its proposal and HEI was downgraded in scoring for failing to conform to the RFP requirements for the new contract in its current contract.

USF proposed a staffing plan of a total of 89 employees, including site supervisors, lead attendants, attendants, and TPA staff. *See Exhibit D*, USF Technical Proposal, Table on page 29. However, Evaluator #4 supported his score for USF by stating that “1800+ employees should cover the state easily.” *See Ex G*. USF did not propose 1800+ employees to serve on this contract. USF’s total number of employees company-wide has no bearing on its proposal since USF only proposed 89 employees for this contract. Therefore, basing the score on 1800+ employees to perform on this contract when only 89 employees were proposed is arbitrary and capricious.

Furthermore, Evaluator #4 downgrades HEI for not implementing changes included in its proposal for this RFP in the current contract. However, the current contracts has different requirements from the RFP scope of work. It is improper to substantially downgrade HEI because its current contract with a different scope of work and different requirements does not conform to the new requirements of a yet to be awarded RFP.

The reliance on these false statements regarding objective facts show that the evaluation was not reasonable and rational and the evaluation must be overturned. *In Re Appeal by Value Options*, 2001 SC CPO LEXIS 3, \*7-8, (quoting *Robert E. Derecktor of Rhode Island, Inc. v. Goldschmidt*, 516 F.Supp. 1085 (R.I. 1981) (“To prove arbitrary and capricious conduct such as will permit the court to overturn a procurement decision, the aggrieved bidder must demonstrate a lack of reasonable or rational basis for the agency decision ....”)).

Chief Procurement Officer  
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SCDOT Chief Procurement Officer

Page 14 of 14

**IV. Request for Relief**

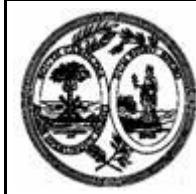
For the foregoing reasons, HEI respectfully requests that the State cancel the award to USF, reject USF's proposal as non-responsive, and award to HEI as the highest ranked responsive and responsible offeror, or in the alternative, resolicit and award in compliance with law. In the interim, HEI further requests that any award, planned award, or other contract action as to USF be immediately stayed. S.C. Code § 11-35-4210(7).

Very truly yours,

*Melissa J. Copeland*

Melissa J. Copeland

## Exhibit B



### State of South Carolina

#### Request for Proposal

Solicitation: 5400025556  
Date Issued: 08/30/2023  
Procurement Officer: JEFFERY SCHWALK  
Phone: 1-803-737-1018  
E-Mail Address: [SchwalkJC@scdot.org](mailto:SchwalkJC@scdot.org)  
Mailing Address: SCDOT Procurement Office  
PO Box 191  
Columbia SC 29202-0191

**DESCRIPTION: Rest Area & Truck Parking Janitorial RFP**

**USING GOVERNMENTAL UNIT: SC Department of Transportation**

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

**SUBMIT OFFER BY (Opening Date/Time): 10/04/2023 14:30:00** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 09/14/2023 11:00:00** (See "Questions From Offerors" provision)

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

**CONFERENCE TYPE: Pre-Proposal Conference**

**DATE & TIME: 09/13/2023 10:30:00**

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

**LOCATION: This conference will be held in person at our HQ location (955 Park Street, Columbia SC 29201) and via Teleconference. Dial-In: 1-800-753-1965 Access Code: 7236783. Please preregister with the Procurement Officer by 4:00 PM Sept 12, 2023.**

#### AWARD & AMENDMENTS

Award will be posted on **11/03/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

#### NAME OF OFFEROR

(full legal name of business submitting the offer)

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

#### AUTHORIZED SIGNATURE

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

#### DATE SIGNED

#### TITLE

(business title of person signing above)

#### STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

#### PRINTED NAME

(printed name of person signing above)

#### STATE OF INCORPORATION

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

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

Sole Proprietorship  Partnership  Other \_\_\_\_\_

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

## PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>
<p style="margin: 0;">_____ Area Code -</p>	
<p style="margin: 0;">Number - Extension Facsimile</p>	
<p style="margin: 0;">_____ E-mail</p>	
<p style="margin: 0;">Address</p>	

<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>
<p style="margin: 0;"><input type="checkbox"/> Payment Address same as Home Office Address  <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b></p>	
<p style="margin: 0;"><input type="checkbox"/> Order Address same as Home Office Address  <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b></p>	

<p><b>ACKNOWLEDGMENT OF AMENDMENTS</b></p> <p>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)</p>							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
<p><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	<p>_____ Calendar Days (%)</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](http://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)] **\*\*\*PREFERENCE DO NOT APPLY\*\*\***

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)).

**\*\*\*PREFERENCES DO NOT APPLY\*\*\***

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

## **Bid Opening procedures:**

If you wish to attend the public bid opening for the referenced solicitation, you may do so by either joining in person or by teleconference.

If joining in person, the bid opening will take place at:

SCDOT Headquarters  
955 Park Street, Room 101  
Columbia, SC 29201

Please check in with the security guard at the front desk.

If you wish to attend the public bid opening for the referenced solicitation via teleconference, please dial in a few minutes prior to 2:30 PM.

Dial: 1-800-753-1965

Access Code: 7236783

## **INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS**

**Mailing Address:**  
SCDOT Procurement Office  
P.O. Box 191 – Room 101  
Columbia, S.C. 29202-0191

**Physical Address:**  
SCDOT Procurement Office  
955 Park Street – Room 101  
Columbia, S.C. 29201-3976

**For FedEx or UPS Deliveries, please use the physical address above.**

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.

**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.**

## Table of Contents

<b>SECTION I: SCOPE OF SOLICITATION .....</b>	<b>3</b>
ACQUIRE SERVICES (JAN 2006) .....	4
MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006) .....	4
<b>SECTION IIA: INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS .....</b>	<b>5</b>
DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015) .....	5
AMENDMENTS TO SOLICITATION (JAN 2004) .....	5
AUTHORIZED AGENT (FEB 2015) .....	5
AWARD NOTIFICATION (FEB 2015) .....	6
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) .....	6
BID ACCEPTANCE PERIOD (JAN 2004) .....	6
BID IN ENGLISH and DOLLARS (JAN 2004) .....	6
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) .....	6
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) .....	7
CODE OF LAWS AVAILABLE (JAN 2006) .....	7
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) .....	8
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) .....	8
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) .....	8
DUTY TO INQUIRE (FEB 2015) .....	8
ETHICS CERTIFICATE (MAY 2008) .....	8
OMIT TAXES FROM PRICE (JAN 2004) .....	9
OPEN TRADE REPRESENTATION (JUN 2015) .....	9
PROTESTS (MAY 2019) .....	9
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) .....	9
PUBLIC OPENING (JAN 2004) .....	9
QUESTIONS FROM OFFERORS (FEB 2015) .....	9
REJECTION/CANCELLATION (JAN 2004) .....	10
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015) .....	10
SIGNING YOUR OFFER (JAN 2004) .....	10
STATE OFFICE CLOSINGS (JAN 2004) .....	10
DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021) .....	11
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015) .....	11
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) .....	12
VENDOR REGISTRATION MANDATORY (JAN 2006) .....	12
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) .....	12
<b>SECTION IIB: INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS .....</b>	<b>13</b>
CONFIRMATION OF BID .....	13
CONFERENCE - PRE-BID/PROPOSAL (JAN 2006) .....	13
CONTENTS OF OFFER (RFP) (FEB 2015) .....	13
ON-LINE BIDDING INSTRUCTIONS (MAR 2015) .....	13
OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015) .....	14
PROTEST - CPO - MMO ADDRESS (JUN 2006) .....	14
<b>SECTION III: SCOPE OF WORK/SPECIFICATIONS .....</b>	<b>15</b>
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006) .....	15
DELIVERY DATE -- PURCHASE ORDER (JAN 2006) .....	29
<b>SECTION IV: INFORMATION FOR OFFERORS TO SUBMIT .....</b>	<b>30</b>
INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006) .....	30
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015) .....	32
MINORITY PARTICIPATION (DEC 2015) .....	32
<b>SECTION V: QUALIFICATIONS .....</b>	<b>33</b>
QUALIFICATIONS OF OFFEROR (MAR 2015) .....	33
QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015) .....	33
SUBCONTRACTOR -- IDENTIFICATION (FEB 2015) .....	33
<b>SECTION VI: AWARD CRITERIA .....</b>	<b>34</b>

AWARD CRITERIA -- PROPOSALS (JAN 2006) .....	34
AWARD TO ONE OFFEROR (JAN 2006) .....	34
COMPETITION FROM PUBLIC ENTITIES (JAN 2006) .....	34
DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015) .....	34
EVALUATION FACTORS -- PROPOSALS (JAN 2006) .....	34
<b>SECTION VIIA: TERMS AND CONDITIONS – A. GENERAL .....</b>	<b>34</b>
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) .....	35
BANKRUPTCY - GENERAL (FEB 2015) .....	35
CHOICE-OF-LAW (JAN 2006) .....	35
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015) .....	35
DISCOUNT FOR PROMPT PAYMENT (JAN 2006) .....	35
DISPUTES (JAN 2006) .....	36
EFT INFORMATION (FEB 2021) .....	36
EQUAL OPPORTUNITY (JAN 2006) .....	36
FALSE CLAIMS (JAN 2006) .....	36
FIXED PRICING REQUIRED (JAN 2006) .....	36
NO INDEMNITY OR DEFENSE (FEB 2015) .....	36
NOTICE (JAN 2006) .....	37
OPEN TRADE (JUN 2015) .....	37
PAYMENT and INTEREST (FEB 2021) .....	37
PUBLICITY (JAN 2006) .....	37
PURCHASE ORDERS (JAN 2006) .....	37
SURVIVAL OF OBLIGATIONS (JAN 2006) .....	37
TAXES (JAN 2006) .....	38
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006) .....	38
THIRD PARTY BENEFICIARY (JAN 2006) .....	38
WAIVER (JAN 2006) .....	38
<b>SECTION VIIB: TERMS AND CONDITIONS – B. SPECIAL .....</b>	<b>39</b>
CHANGES (JAN 2006) .....	39
COMPLIANCE WITH LAWS (JAN 2006) .....	39
CONFERENCE -- PRE-PERFORMANCE (JAN 2006) .....	39
CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015) .....	40
CONTRACTOR PERSONNEL (JAN 2006) .....	40
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006) .....	40
DEFAULT (JAN 2006) .....	41
ILLEGAL IMMIGRATION (NOV 2008) .....	42
INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011) .....	42
LABOR AND MATERIAL BOND REQUIRED .....	42
LICENSES AND PERMITS (JAN 2006) .....	42
PERFORMANCE BOND REQUIRED (JAN 2006) .....	43
PRICE ADJUSTMENTS (JAN 2006) .....	43
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006) .....	44
PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006) .....	44
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) .....	44
RELATIONSHIP OF THE PARTIES (JAN 2006) .....	44
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006) .....	44
TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021) .....	44
TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006) .....	45
TERMINATION FOR CONVENIENCE (JAN 2006) .....	45
<b>SECTION VIII: BID SCHEDULE/BUSINESS –PRICE PROPOSAL .....</b>	<b>46</b>
BIDDING SCHEDULE (NOV 2007) .....	46
<b>SECTION IX: ATTACHMENTS TO SOLICITATION .....</b>	<b>50</b>
ATTACHMENT A: NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING .....	51
ATTACHMENT B: OFFEROR'S CHECKLIST .....	52
ATTACHMENT C: CERTIFICATION OF NO SCUDOT COMMISSIONER INTEREST .....	53
ATTACHMENT D: CLAIMS PROCESS SPECIAL PROVISIONS .....	50

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES**

The South Carolina Department of Transportation (SCDOT) is seeking proposals for janitorial services, building systems maintenance, and ongoing repairs for both interior and exterior of Rest Area (RA) and Truck Parking Area (TPA) complexes. Specifications and requirements are set forth in Section III of this document. Services delivered shall conform to the specifications herein.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)**

Start date: **11/16/2023** End date: **11/15/2028**. Dates provided are estimates only. The initial term of the contract will be for one (1) year, with four (4) additional one-year renewals, for a total potential contract period of five (5) years. 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".

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

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

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

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://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 in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

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

## **BID ACCEPTANCE PERIOD (JAN 2004)**

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

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

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

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used

in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

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

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

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

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

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

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

[02-2A040-2]

### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (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 (MODIFIED)**

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

Questions related to this clause can be forwarded to [vendorsupport@mmo.sc.gov](mailto:vendorsupport@mmo.sc.gov)

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONFIRMATION OF BID

Pursuant to R.19-445-2085, when the responsible Procurement Officer knows or has reason to conclude that a mistake may have been made after opening an offer, the Procurement Officer may elect to communicate with you for the purpose of confirming the bid. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. This communication will be documented and included with the offer. If the bidder asserts a mistake, the bid may be corrected or withdrawn only if allowed by regulation (e.g., R.19-445.2085A and B and R.19-445.2095I(2)(d)).

### CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **09/13/2023 10:30:00**

Location of Pre-Bid/Proposal Conference: **This conference will be held in person at our HQ location and via Teleconference. Dial-In: 1-800-753-1965 Access Code: 7236783. Please preregister with the Procurement Officer by 4:00 PM, Sept 12, 2023.**

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

This solicitation includes a NON-Mandatory pre-proposal conference. While attendance is not required, Offerors are strongly encouraged to call-in and participate. A main purpose of the pre-proposal is to identify items that are in error, unclear, unduly restrictive, and to validate market research.

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

### CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-2]

### ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

- (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](http://www.procurement.sc.gov) under the heading

“Doing Business with Us” and then “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.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/> . Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

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

## **PROTEST - CPO - MMO ADDRESS (MODIFIED)**

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

(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us).

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

### III. SCOPE OF WORK/SPECIFICATIONS

**Scope of Services** - The South Carolina Department of Transportation (SCDOT) is seeking bids for the janitorial services, building systems maintenance and repairs for both interior and exterior of Rest Area (RA) and Truck Parking Area (TPA) Complexes.

**Site Visit** - Prospective bidders shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work as stated within this contract. There are significant differences between Rest Area facilities. It is highly recommended, but not required, that bidders visit each Rest Area and Truck Parking Area prior to submitting a proposal for this work. The failure or omission of a proposed bidder to acquaint themselves with the existing conditions shall in no way relieve them of any obligation with respect to this contract.

#### REST AREA COMPLEXES

FACILITY	INTERSTATE	DIRECTION	MILE POST
Anderson NB	I-85	North	17
Anderson SB	I-85	South	23
Laurens	I-385	Median	5
Newberry EB	I-26	East	63
Newberry WB	I-26	West	63
Calhoun EB	I-26	East	122
Calhoun WB	I-26	West	122
Chester NB	I-77	North	65
Chester SB	I-77	South	65
Kershaw EB	I-20	East	93
Kershaw WB	I-20	West	93
Sumter NB	I-95	North	135
Sumter SB	I-95	South	135
Colleton NB	I-95	North	47
Colleton SB	I-95	South	47
Charleston EB	I-26	East	202
Orangeburg EB	I-26	East	152
Orangeburg WB	I-26	West	150
Orangeburg NB	I-95	North	98

#### TRUCK PARKING AREA COMPLEXES

FACILITY	INTERSTATE	DIRECTION	MILE POST
Aiken EB	I-20	East	21
Aiken WB	I-20	West	21
Darlington EB	I-20	East	49
Darlington WB	I-20	West	49
Dorchester SB	I-95	South	73
Jasper NB	I-95	North	18
Jasper SB	I-95	South	18

#### PROJECT SPECIFIC DEFINITIONS

- **Safe:** A condition free of hazards and not having a potential for personal injury or harm.
- **Clean:** Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
- **Operable:** Capable of being used as originally intended.

- **Spot Clean:** Selective cleaning of identified areas based on conditions of the moment and brought up to standard as identified under “Clean” above.
- **Sanitary:** Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with disinfectants, or disposal of wastes.
- **Scrub:** The use of brushes, sponges, or mops with soap and clean water or other approved cleaning materials to produce a clean surface.
- **SCDOT Contract Manager:** Designated SCDOT Director of Maintenance office employee who is responsible for the management and administration of the contract. Serves as the SCDOT primary point of contact.

## GENERAL

The intent of this contract is to provide janitorial services at nineteen (19) Rest Area Complexes and seven (7) Truck Parking Areas located in the State of South Carolina.

1. The Rest Area Complexes are to be maintained in a safe, attractive, clean, sanitary, and operable manner at all times. The Rest Area Complex is defined as all structures and components located within the boundary of the property line currently managed by SCDOT.
2. All equipment, materials, supplies, and consumables required to perform this Contract shall be provided by the Contractor unless otherwise stated in this contract. Examples of these items include, but are not limited to: equipment, material, cleaning supplies, consumables (toilet tissue, hand soap, paper towels, etc.)
3. Currently the Rest Area’s hours of operation are from 7:00 AM-11:00 PM, 365 days per year – including all holidays. The SCDOT does not have a preference on shift start and end times as long as there is specified minimum coverage at each location during the Rest Area’s hours of operation.
4. Custodians will receive breaks/mealtime in accordance with all applicable labor laws. Adequate arrangements must be made to maintain coverage when custodians take their breaks and at mealtimes.
5. During the term of this contract, the hours of operation at the different Rest Area locations may vary depending on the needs and/or circumstances. Such circumstances may include, but are not limited to, interstate closures, peak tourist seasons which require extended hours of operations, emergency site closures or emergency extended hours of operations. Notwithstanding variations in the hours of operations, the pay rates shall remain as expressed in your price proposal.
6. Services will be provided in strict compliance with the terms, specifications, conditions, and provisions contained within this Request for Proposal (RFP).
7. At the request of SCDOT, the Contractor shall provide additional custodian(s) for emergency situations (hurricane, winter storms, etc.) that SCDOT determines there is a need for additional staffing (beyond normal) at the rest area(s). The Contractor must maintain an emergency staffing plan and be prepared to respond to an emergency as quickly as possible. SCDOT reserves the right to request additional custodial personnel to be in place in as little as twenty-four (24) hours in an emergency situation. These agreed upon additional custodian hours will be paid at the rate bid by the Contractor for “Additional Custodian Hours (Emergency)”.
8. Contractor must immediately answer the telephone when called or return the call within half an hour of message being left by SCDOT representative. If physical presence at the Rest Area is required, the Contractor must have a representative who has full authority to act on behalf of the Contractor on all contract matters on site within four (4) hours.
9. Increased travel on and around special events (sporting events, concerts, etc.) and holidays may require additional custodians due to increased visitor volumes. The Contractor must forecast and develop an appropriate staffing plan to maintain a high level of service throughout the anticipated increased rest area volume time period associated with these events. All associated costs shall be included in the proposal.
10. The Contractor must have in place a policy and procedures manual for each Rest Area along with a plan to disseminate the manual to all employees working on this contract. The manual must contain the contractor’s standard

operating procedures, employee policies, checklists, diagrams, standards, phone numbers, and training schedules and programs.

11. SCDOT may conduct unscheduled inspections at any time. Inspections will be documented noting conditions and compliance with contract provisions and quality of workmanship. Problems/issues identified during inspections will be communicated to the contractor via email and must be resolved/corrected within 24 hours.
12. For problems or deficiencies of more significant importance or of a continual nature, a time period of compliance must be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon will constitute cause for termination of the services and/or withholding of payment.
13. The Custodial staff must notify the SCDOT Contracts Manager about any repair and maintenance needs using established communication methods when applicable and as needed.
14. For complaints received by SCDOT, the contractor will be notified and must resolve the issue and respond to the SCDOT Contracts Manager in writing within three business days. SCDOT will respond back to the complainant for all complaints received by SCDOT.
15. The Contractor shall place a sign in a conspicuous place stating that "***These facilities are maintained by [Name, Address, and Phone Number of Contractor]***". Signs shall be approved by SCDOT Contracts Manager prior to installation. Signs must be installed thirty (30) days after contract award date at each facility. For complaints received by the Contractor, the contractor shall resolve the issue and respond to the complainant within three business days. All complaints and resolutions should be tracked by the contractor and reported to the SCDOT Contracts Manager monthly.
16. Contractor must not allow any unauthorized personnel to perform work (children, family members, friends, etc.).
17. Contractor must not allow employees to have any personal visitors (children, family members, friends, etc.).
18. The Contractor should always look for ways of improving service, efficiencies, etc. They must also work well with other Contractors who may be present at the Rest Areas. Any problems between the Contractor and other Contractors must be reported immediately to SCDOT Contracts Manager.

## **PERSONNEL REQUIREMENTS**

1. The Contractor must provide a designated point of contact at each location and for each shift. The Contractor must provide the appropriate number of staff to adequately and successfully perform the duties outlined in this RFP. Where a facility restroom cannot be divided both physically and visually for cleaning at the Rest Area (ex. Sumter NB and Sumter SB), the Contractor shall provide at least one (1) male and one (1) female per facility each shift (the female custodian shall clean the women's restroom and the male shall clean the men's restroom). The Contractor's designated point of contact will be part of the "appropriate number of staff" for each facility.
2. The decision to not staff a Rest Area fully is solely at the discretion of SCDOT and will be communicated to the contractor by the SCDOT Contract Manager.
3. The designated point of contact will be responsible for the performance of the work specified in this contract. The name of this person and an alternate(s) who will act for the designated point of contact when the designated point of contact is absent must be communicated in writing to the SCDOT Contracts Manager. The Contractor's designated point of contact or alternate must have full authority to act on behalf of the Contractor on all contract matters relating to daily operation of this contract. The Contractor's designated point of contact and alternate(s) must be able to read, write, speak, and understand English. A designated point of contact or an appointed alternate must always be on-call (365 days per year/24 hours per day/7 days per week) and available in case of emergencies. The SCDOT Contracts Manager must ALWAYS have a current on-call schedule for each facility.
4. The Contractor shall employ personnel qualified and capable to perform janitorial work (physically and otherwise). Custodial employees must be able to bend, squat, stretch, climb ladders, lift up to 50 lbs., and walk or stand for extended periods of time in order to perform the duties of the position in a proper and skillful manner. Any persons who are unable to meet the above requirements may not be assigned to this contract. SCDOT, at its sole discretion,

may ask the Contractor to remove a person not able to meet these requirements and replace them with someone who is adequately qualified.

5. Personnel providing services must be legally permitted to work in the United States and shall be able to adequately understand and speak the English language.
6. Custodians providing services must be actively working and visibly present during their shift, except while on break.
7. Contractor personnel's conduct reflects upon the State of South Carolina. The Contractor must remove any employee for any violations of the law or conduct unbecoming from the jobsite. The removal from the job site of such a person will not relieve the Contractor of the requirement to provide sufficient personnel to perform the duties of this contract. Persons removed for aforementioned reasons will not be permitted to return to work on this contract.
8. All employees assigned to this contract will need to pass a SC Law Enforcement Division (SLED) check and a National Background check BEFORE reporting to work. Copies of the background checks must be sent to the SCDOT Contracts Manager before employee reports to work.
9. The Contractor shall not consider for assignment to this contract any employee who has been convicted of homicide, any assault levels, any sex related crimes, any crimes involving minors, drug charges, illegal gaming (games of chance/gambling), or theft of any kind. SCDOT reserves the right to accept or reject any individual being considered for assignment.
10. If the Contractor becomes aware of any current employees charged with any of the above crimes while employed at an SCDOT site, the Contractor will immediately notify the SCDOT Contracts Manager of the circumstances and SCDOT has the right to request removal of the employee from the contract.

## **UNIFORMS**

1. In the spirit of presenting a positive image to our state's public and visitors, the contractor (and their subcontractors) shall require all employees to wear distinctive uniform clothing with the contractor's name for ready identification. All uniforms will be provided at the expense of the Contractor and must be approved by SCDOT.
2. The Contractor shall provide each employee with a uniform. The uniforms must provide a professional appearance and contain company logo and staff name. Contractor personnel must be in uniform at all times during contract performance.
3. Every employee is to be in uniform as soon as possible, but no later than one week from the date an employee first enters on duty.
4. Uniforms shall be appropriately fitting, clean, and neat in appearance and well maintained (free of visible dirt, stains, tears, rips, fraying, missing buttons etc., and shall be worn presentably – i.e., shirts always tucked into trousers). If the uniforms show excessive wear, they must be replaced within two (2) weeks.
5. Employees must be neatly groomed and presentable (hair worn neatly and presentably, clean, and free of odors and dirt and stains, manicured with clean clothes and shoes, etc.).

## **HANDLING OF CLEANING TOOLS AND EQUIPMENT**

All equipment, materials, supplies, and consumables required to perform this Contract shall be provided by the Contractor unless otherwise stated in this contract

1. Mops, buckets, brooms, and other cleaning tools and equipment are to be properly cleaned, rinsed, wrung, and stored after each use.
2. Mop water must be properly disposed of after every cleaning. The water may not be disposed of on the ground near buildings nor in landscaped beds.
3. Mop water must be changed after each cleaning.
4. A separate bucket and sponge/cloth shall be reserved for countertops and tabletops. This bucket/sponge/cloth should never be used for any other purpose.

5. A separate bucket and sponge/cloth shall be used for toilets. This bucket/sponge/cloth should never be used for any other purpose.
6. All buckets shall be labeled to ensure they are used only for their designated purpose.
7. Mops shall be replaced frequently as needed to prevent odor, mildew, bacteria and other unsanitary conditions in the mop.

## **INITIAL DEEP CLEAN AND MINOR REPAIRS**

The Contractor must perform an initial deep clean of each facility at the beginning of this contract, which must be complete within seven (7) days from the contract start date. This initial deep clean is required in order to establish a baseline level of cleanliness that can be efficiently maintained through the routine cleaning cycles outlined below.

The Contractor will coordinate with the SCDOT Contracts Manager to schedule a joint initial inspection of each facility within fifteen (15) days of the start contract. This inspection will serve as the official documentation of all needed minor repairs. The contractor must make all identified minor repairs (as defined herein) to each facility at within thirty (30) days of this initial inspection.

## **CLEANING DUTIES AND SCHEDULE**

Cleaning maintenance duties must be performed in accordance with the following schedule in order to maintain clean and safe facilities at all times. Duties may be added, deleted, or altered as necessary or upon request of SCDOT.

- Every two (2) hours, at a minimum

The following must be performed in the restroom and lobby areas in order to maintain the areas clean and sanitary. Additional attention must be provided to these areas when needed.

- Pick up all litter – inside and outside the perimeter of the building
- Clean top and bottom of toilet seat and top rim of toilet bowl
- Clean sinks and faucets
- Refill toilet tissue and soap dispensers
- Clean mirrors
- Clean door windows, making sure to wipe off windowsills
- Spot clean spattered walls and partitions
- Sweep floors, being certain to clean thoroughly along edges and in corners
- Disinfect door handles/knobs

- Twice each eight-hour shift, at a minimum

- Damp wipe all window edges, dispenser, partitions, and other trim, then wipe dry with a paper towel. During this operation, remove any drawings and writing (graffiti) from walls, partitions, doors, and other areas.
- Whenever possible, pour cleaning solution into each toilet and urinal and let stand before cleaning.
- Clean bowls, faucets, soap dispensers, electric hand dryers, and waste receptacles. Wipe dry with paper towels and polish chrome and stainless steel.
- Scrub inside of toilet bowls and urinals. Scrub flush holes under rim and passage or trap of toilets and urinals where stains and deposits normally build up as a result of mineral deposits and body wastes. Flush after bowl has been cleaned.
- Clean chrome piping and flush valves. Wash outside of bowls all the way to the floor.
- Clean mirrors.
- Wet mop floors. "Wet Floor" precautionary signs must be placed whenever scrubbing or mopping the floors and removed promptly after work is completed.
- Inspect all trash/waste containers within the building and on the grounds.
- As required, all filled plastic liners must be removed, tied and stored in designated areas, and replaced with a new liner of the correct size. The collected bags must be disposed of into the large dumpsters immediately following the completion of the associated shift collection activity.
- When emptying the trash/waste containers, all litter on the floor or ground surrounding the container must be picked up.

- All portable trash/waste containers, both indoor and outdoor, must be kept clean by washing them with a detergent disinfectant solution as needed.
- Stainless steel containers in the rest rooms must be washed and polished during the routine cleaning operation at least daily. Trash/waste containers damaged throughout the course of this contract will be replaced by the same style containers.
- Once each eight-hour shift, at a minimum
  - Completely clean all ground level windows inside and out at least once a day, and as needed. All other windows must be cleaned at least once every two weeks and when detailed cleaning is done. Aluminum frames must always be washed at the same time.
  - Ashtrays will be emptied into a separate fireproof container and washed with a damp cloth or sponge and rinsed in a detergent disinfectant solution and then dried with a cloth or paper towel.
  - Sand in the urns will be sifted to remove cigarette butts, matches, etc.
  - Sand will be replaced whenever it presents a soiled appearance.
  - Urns will be washed and dried in the same manner as ashtrays.
  - Rugs and mats must be vacuumed or swept.
  - Prepare a solution of detergent disinfectant in the bucket labeled "Table Use Only". Using a clean cloth or sponge, wash the drinking fountain, wipe dry with a paper towel and polish as needed.
  - Any outdoor fountains must be cleaned at this time, in the same manner.
  - Dust all flat surfaces. Dust literature holders, lamps, and shades.
  - Spot clean smudges and marks from all walls, doors, counters, etc.
  - Remove grease, gum, cigarettes from walkways and floors.
  - Completely clean all picnic areas.
- Daily during the first shift, at a minimum
  - Dust walls, ceiling, and overhead light fixtures.
  - Wash, rinse, and polish hardware.
  - Clean the outdoor tables and table pads (in season). Concrete table pads must be swept, and the tables washed with a detergent disinfectant solution. A clean cloth or sponge and the bucket labeled "Table Use Only" must be used when cleaning tables.
  - Pick up all litter over grounds, including the parking areas and ramps.
  - Sweep all sidewalks and steps, making certain to remove all litter accumulated in joints.
  - Sweep gutters along the curb of the parking area.
- Daily during the second shift, at a minimum
  - Clean all exposed piping, supports and straps beneath wash basins and other fixtures.
  - Dust walls and ceilings.
  - Clean walls and partitions.
- Weekly
  - Wash walls (other than brick), using same procedure as in rest rooms. Clean walls and partitions with a detergent disinfectant solution. Follow by polishing with a stainless-steel cleaner, where applicable.
  - Vacuum vents on heating and air conditioning units, wash exterior of unit with detergent disinfectant solution, and wipe dry with a paper towel.
  - Louvers and vents of all exhaust and ventilating units must be vacuumed and washed more often than weekly if needed.
- Twice each week (or as directed during the off-peak hours)
  - Remove all grime and dirt from the floor with an electric scrubber-buffer.
  - Rugs and mats must be taken up, scrubbed, and allowed to air dry.
- Once each month, at a minimum

- A detailed, comprehensive cleaning of the entire interior of the building must be completed during off-peak hours.
- Filters on heating units and air conditioners must be cleaned during the seasons they are in use. Remove filters, and vacuum or wash, or replace depending on type.
- Once each quarter, at a minimum
  - The outside of the building must be swept down and cleaned, being careful to remove all cobwebs, nests, etc., from under the eaves.
  - Contractor will provide a licensed professional to provide quarterly pest and rodent control in and around the rest room facility, and outside areas. The Contractor shall obtain a copy of all applicators pesticide licensing and provide that to the SCDOT Contracts Manager. Treatment will also be required to control flies, roaches, ants, wasps, and hornets on Rest Area and Truck Parking Area grounds. The Contractor shall spray and remove wasp and hornet nests as soon as discovered. A SDS sheet for each insecticide used onsite shall be available at the facility at all times.
- Twice per year, at a minimum
  - Mechanically sweep the entire parking area, once in the spring and once in the fall.
  - The Contractor shall monitor all surfaces of site furnishings for wear, discoloration, chipping, and rust. The Contractor shall supply equipment, materials, and labor to pressure wash sidewalks, non-painted picnic tables, benches, slabs, and picnic structures twice a year at all facilities. Water supply (hose bibs) may not be convenient to all areas that require pressure washing. The Contractor shall consider these scenarios and make plans to supply water in order to complete this task.
- Miscellaneous
  - Care of janitorial spaces (office/storage/breakroom/etc.) should be the same as the care given in the rest rooms and other spaces in the Rest Area.
  - Where permanent instructional information is required for janitorial staff, it should be posted in the janitorial spaces.
  - No handmade signs will be placed anywhere in the building or outside unless an emergency should arise.
  - All doors to the janitorial spaces, supplies/storage, and/or utility room must be kept locked when unattended. During lunch periods and break times the door should be kept closed.
  - Cleaning of Drainage Grates: As necessary, drainage grates must be cleaned of any obstructions that might hinder the flow of run-off from the parking areas.
  - Care of litter cans must be frequent enough to maintain odor free containers.

## TRUCK PARKING AREAS (TPA)

The Contractor is responsible for the maintenance and care of seven (7) Truck Parking Areas located across the state. Each Truck Parking Area should be litter free at all times. The Contractor's responsibilities shall include, but not be limited to:

- Provide at least one 8 CY dumpster at each site. Dumpsters will be emptied at a minimum three (3) times weekly.
- Emptying each trash container daily (7 days/week), replacing the plastic trash bags in each container and disposing of trash bags into the dumpster.
- Removing all litter from the grounds daily (7 days/week) and disposing of litter into the dumpster or appropriate landfill. The Contractor is responsible for any associated fees.
- Removing large items (tires, furniture, appliances, etc.) that may deposited onsite and properly disposing of these items.
- Washing each trash container interior. Care of litter cans must be frequent enough to maintain odor free containers.
- Replacing severely damaged trash containers and/or lids (i.e. 48-gal. stone aggregate, metal, etc.) with the same make trash container or higher quality.

- Spraying insecticides around trash bins when necessary.

## **PROHIBITED**

### 1. Prohibited items:

- No flammable liquids, acids or corrosives will be stored in any occupied building.
- No steel wool, sandpaper or other highly abrasive material shall be used in cleaning.
- Blood Borne Pathogens Response Kits must be properly stored and located to be available in case of emergencies and accidents.
- Bags of trash are to be disposed of immediately and not left on sidewalks or in grassy areas.
- Use of bleach is prohibited.
- No feeding animals on site.

### 2. Contractor employees are prohibited from the following:

- Theft, abuse, or the intentional destruction or defacing of property
- Tobacco use outside the designated areas
- Discourteous or abusive conduct toward members of the public or staff
- Fighting, in any form
- Gambling, in any form
- Racial, religious, sexist, or ethnic slurs or remarks
- Possessing or being under the influence of a controlled substance or intoxicating substance
- Possession or the use of a firearm or other dangerous weapon
- Parking in areas not designated for parking

## **SAFETY REQUIREMENTS**

1. ANSI-107 compliant safety vests to be worn while working near the highway during daytime and nighttime hours.
2. Warning signs are to be used during cleaning maintenance, or in any other situation, to mark areas that may become slippery or pose a safety hazard to patrons in the area. Warning signs must be removed promptly when work in the area is completed and any unsafe conditions no longer exist.
3. The Contractor must comply with all State and Federal rules and regulations, and to OSHA safety requirements.
4. The Contractor must inspect fire extinguishers according to OSHA safety requirements.
5. During winter weather events, the Contractor shall remove snow and ice from walkways and apply sand/deicing materials as necessary to prevent unsafe conditions.

## **WASTE/TRASH REMOVAL**

Contractor must remove trash from restroom and the entire facility grounds and dispose of into the large dumpsters immediately following the completion of the associated collection activity. Trash must not be left in carts for any period beyond the completion of the associated collection activity.

The Contractor shall be required to remove and dispose of all garbage, trash, litter, debris, etc., from the facility and grounds as necessary. The Contractor shall have sufficient dumpster(s) or refuse container(s) placed in a designated area of the Rest Area grounds. The dumpster(s) or refuse container(s) shall be emptied at a minimum three times a week or as frequently as necessary to prevent overflow and/or unsanitary conditions. The Contractor is responsible for all dumpster service fees. SCDOT counties are responsible for solid waste fees, etc. The Contractor shall be prepared to have trash picked up more frequently during weekends, state observed holidays, or special events.

## EMERGENCIES

1. The Contractor must have a designated point of contact available (on-call) to perform emergency work 24-hours a day, 365 days per year. On-call person MUST answer the telephone or return SCDOT's phone call as soon as possible but no later than 30 minutes after the message was left.
2. In the event that there is a situation requiring the closing of a Rest Area (power failure, weather-related occurrences, etc.) or extending hours of a Rest Area, the Contractor will be informed by the SCDOT Contracts Manager.
3. The Contractor must be prepared to respond to any onsite emergency situations (vandalism, plumbing, utility, etc.) at a facility. The Contractor must respond to an emergency situation as quickly as possible, but no later than within four (4) hours. Should the Contractor not respond to the emergency request within four (4) hours, the state shall have the right to retain the services of another contractor to perform the work, with appropriate deductions to be applied as needed from the contractor.
4. The Contractor must immediately notify the appropriate South Carolina emergency services of any incidents of vandalism, violence, excessive loitering, criminal activity, other suspicious behavior and violations of SCDOT regulations against overnight parking, solicitations, etc. A copy of the Incident Report must be given to onsite SCDOT personnel within 24 hours when emergency personnel are contacted. The Contractor must submit a report to SCDOT personnel within 24 hours of any incident including: calls to emergency/law enforcement personnel or any unusual activity or occurrence (accident, vandalism, injury, fighting, excessive loitering, etc.).

## REPAIRS

The Contractor shall be responsible for repairing or furnishing and replacing items that have been vandalized, stolen, or worn beyond repair. In addition to this, the Contractor is responsible for furnishing and maintaining an adequate, appropriate inventory of tools and spare parts onsite to complete routine maintenance and minor repairs. Any repair less than \$3,000.00 is considered to be a Minor Repair. All Minor Repairs shall be the responsibility of the Contractor and are non-refundable by SCDOT. Repairs may not be aggregated or split to meet the dollar limits. If the Contractor fails to perform a repair under \$3,000.00 in a timely manner as defined by the SCDOT Contracts Manager according to the repair's complexity or necessity, they shall be subject to the notice of non-compliance as noted in Table A for failure to perform the work in accordance with the contract requirements and standards set forth by SCDOT. The SCDOT may perform the repair and reduce future invoices by the cost of the repair.

The following examples of minor repairs/maintenance should be done as soon as possible, but must be completed within twenty-four (24) hours of discovery. For all instances where this twenty-four (24) hour completion will not be met, the Contractor must advise, provide justification for extended timeframe, and an estimated repair schedule to the SCDOT Contracts Manager. The Contractor's responsibilities shall include, but not be limited to:

- Urinals, toilets, sinks, stall partitions and doors, exhaust fans, picnic tables and benches, litter containers and lids
- All light bulbs (including low-mast outside, ballast, and light fixture covers which are burned out, damaged, or missing). SCDOT will be responsible for the hi-mast parking lot lights.
- All defective or damaged soap dispensers
- All missing or damaged hardware for toilet partitions and stall doors
- All missing or damaged electrical switch plates and receptacle covers
- All leaking or defective faucets both inside and outside the building
- All damaged or missing flush valves and minor plumbing repairs
- All defective or inoperable odor control devices
- Leaking seals on toilets or urinals
- All damaged or clogged wastewater lines from the facility to the nearest lift station or within facility limits.

- All potable water lines on the SCDOT side of utility supply meter (excluding irrigation). This includes annual backflow prevention device testing where required.
- Door opening/closing equipment and minor door repairs.
- Repair and/or furnish and replace damaged or inoperable hand dryers.
- Repair and replace damaged interior and exterior water fountains.
- All missing or damaged restroom ID signs.
- All missing or damaged mirrors.
- All damaged or inoperable handicap assistance bells.

Any repair in excess of \$3,000 is considered to be a Major Repair. The Contractor must immediately notify the SCDOT Contract Manager of repairs that are estimated to exceed \$3,000. For all Major Repairs that are determined to be feasible and necessary, SCDOT reserves the right to either:

- Direct and authorize the Contractor to facilitate the repair. Once completed, the cost of materials shall be billed to SCDOT for reimbursement. The contractor may add a project management fee equal to 10% of the total approved repair.
- Coordinate an in-house repair with SCDOT resources
- Coordinate another contractor/vendor to facilitate repair

Major Repairs facilitated by the Contractor require a written quote for materials and labor. If sub-contractors or equipment rentals are required, the Contractor shall solicit quotes from competent local contractors. Quotes will be provided to the SCDOT Contracts Manager for approval before the project begins. All invoicing for the month shall be submitted to SCDOT with the monthly report.

## **REPAIR COMPLIANCE**

All repairs to Rest Area and Truck Parking Area facilities will be made in compliance with the latest SCDOT Standard Specifications for Highway Construction. Special attention is called to § 108.5, Character of Workers, Methods and Equipment [https://www.scdot.org/business/pdf/2007\\_full\\_specbook.pdf#page=135](https://www.scdot.org/business/pdf/2007_full_specbook.pdf#page=135)

## **TEMPORARY CLOSURE, ADDITIONS, AND DELETIONS OF A FACILITY**

1. SCDOT is responsible for notifying the Contractor, as soon as possible, of any temporary closures of a complex for minor repairs, outages and onsite emergency situations.
2. SCDOT may authorize temporary closure of a complex for major construction or repair work. SCDOT shall notify the Contractor in writing thirty (30) days prior to the planned closure date. The Contractor shall provide a plan for the suspension of services and reduction of invoices for any closed facility to the SCDOT Contracts Manager within this thirty (30) day period.
3. As major construction or repair work nears completion, SCDOT will notify the Contractor in writing thirty (30) days prior to the planned reopening date. The Contractor may submit a formal request to SCDOT for any adjustment to monthly pricing to meet the needs of the new facilities, if necessary, for review by the SCDOT Procurement Officer. The SCDOT Procurement Officer reserves the right to audit the proposed costs and to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive. The Contractor shall resume services on the facility reopening date.
4. In the event of a permanent addition of a facility, the SCDOT shall provide building details and cleaning requirements and the Contractor shall provide an all-inclusive monthly lump sum for the building. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted

officially via a contract Change Order or Change Directive. The Contractor shall begin services on the facility opening date.

5. In the event of a permanent removal/closure of a facility, SCDOT shall notify the Contractor in writing within thirty (30) days of the closure date. Contractor may submit a formal request to SCDOT for any adjustment to monthly pricing due to the removal. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive.

## **EMPLOYEE SAFETY AND TRAINING**

1. Employee safety is the responsibility of the-Contractor, who shall make every effort to ensure the safety of his employees during the fulfillment of contract responsibilities. All equipment, products and materials must be handled and operated safely per manufacturer recommendations and in accordance with all applicable codes, laws, ordinances, regulations, and hazardous communication standards.
2. Contractor is wholly responsible for the training of new and existing staff ~~is critical and~~, and such training must include all training required by OSHA, DHEC and all local, state and federal codes and laws (to include blood borne pathogens). The Contractor must provide written certification to the SCDOT Contracts Manager that all training has been conducted and repeated as law requires with current and new employees. Training documentation must be included with the monthly invoice documentation. Staff assigned to contract must complete required training prior to starting.
3. All personnel shall be trained within ten (10) days of their hire date and before starting work at any of the Rest Areas, in each of the following areas:
  - a. General orientation on conduct, and attitude on and toward job assignments. This includes, but is not limited to the following activities that are strictly prohibited and may result in automatic removal from this contract:
    - Sleeping
    - Insubordination
    - Engaging in illegal activity
    - Fighting
    - Inappropriate language
    - Inappropriately interacting with a guest
    - Displaying a weapon
    - Accepting payment, tips, or gratuities from the public
    - Being impaired by alcohol, drugs, or medication
    - Promoting any specific service station, towing service, garage, motel, restaurant, etc. or other commercial enterprise
    - Aggressive or intimidating behavior toward a guest, coworker, or supervisor
    - Sexual harassment
  - b. United States daily flag placement and removal
  - c. Proper use of fire extinguishers
  - d. Proper use of all Contractor supplied equipment
  - e. Proper use of personal protective equipment
  - f. Roadside rest area rules and regulations
  - g. Guest services training
  - h. Procedures for identifying and reporting problems or repairs
  - i. Emergency procedures
    - The on-site Contractor's staff shall participate in the onsite annual emergency and safety training and drills.

- Contract employees must not attempt to detain persons appearing to be intoxicated or intent on malicious vandalism or abuse of the area. Contract staff shall contact law enforcement immediately and provide as much information as possible.
- j. Contractor is required to train all employees on Center for Disease Control (CDC) and South Carolina Department of Environmental Control (SCDHEC) guidelines and regulations regarding COVID-19, its variants, and other identified public health and safety concerns.

## **THE UNITED STATES OF AMERICA FLAG (where applicable)**

The Contractor is responsible for daily flag placement and removal. The Contractor will review appropriate handling of flags with custodial staff as a part of their initial training and as needed.

1. Flag care shall be handled with respect and in accordance with the US Flag Codes. The Contractor will review appropriate handling of flags with custodial staff as part of their initial training and as needed. The Contractor is responsible for daily flag placement and removal. The Contractor is responsible for replacement and disposal of flags according to Code.
2. The Contractor will follow the universal custom to display flags daily only from sunrise to sunset. The flags shall be flown only when the weather is fair, except when an all -weathered flag is displayed and the weather is not damaging (such as heavy rainy days, hurricanes, tornadoes, and high winds). All- weather flags are to be flown continuously when weather is foggy, misty, cloudy, or overcast. If the flags are caught in the rain, hang them up out of the public's view somewhere in the storage room overnight for drying. Do not fold a damp flag. The flag of the United States is flown on the left pole (looking toward the building) and the South Carolina flag on the right pole, no other flag shall be flown above or should be larger than United States flag. The flag should always be flown right side up. The flag of the United States should be hoisted first and lowered last. The flag should be raised briskly and lowered slowly and ceremoniously. The flags should be handled in such a manner so they are not touching the ground, the floor or water.
3. When flags are damaged by fraying or discolored, it must be retired. The Contractor will deliver the tattered flag(s) to a local organization such as The Veterans of Foreign Wars, American Legion, Boy Scouts of America, Girl Scouts of America, and the military or other organizations that conduct dignified flag retirement ceremonies.
4. Half -Staff: The United States flag, when flown at half-staff, shall be hoisted to the peak for an instant and then lowered to the half-staff position. The flag shall be raised again to the peak before it is lowered for the day. The South Carolina State flag, when flown at half-staff, shall follow the same guidelines. A half-staff honor flag display is done only by the order of the U.S. President or by the governor of any state, territory, or jurisdiction. No one else has the authority to order the United States flag lowered. The SCDOT Contracts Manager will communicate to the Contractor the Half-staff Flag Observance telling when and how long to lower flags.

## **LOST AND FOUND**

All misplaced/lost items found at the Rest Area Site(s) shall be reported to the SCDOT Contracts Manager or other designated SCDOT Representative. Items shall be kept in a secure location until either the owner or SCDOT Contracts Manager retrieves the items. Each item shall be tagged showing date and place found, description of item, and signature of finder. This information and a picture of the item shall be sent to SCDOT.

## **REPORTING**

1. The Contractor shall establish and maintain a Quality Assurance/Control Plan for this contract that includes daily, weekly, monthly reports, inspections, logs, etc. as necessary documentation for the management of each facility. SCDOT reserves the right to change or provide new forms or reporting requirements, as deemed appropriate and necessary, over the life of the contract. Contractor may provide input regarding forms and content for SCDOT consideration.
2. The contractor's records of all reports, inspections, logs, etc. shall be retained and available for audit for one year beyond the termination date of the contract. SCDOT reserves the right to audit any and all documents

3. The Contractor shall deliver to SCDOT Contracts Manager on the first business day of the week a written report of the status of each facility. Report should include items or events of a significant, non-emergency, nature.
4. The Contractor shall deliver to SCDOT Contracts Manager on the first business day of the week a detailed written report of the status of all contractor led major repair efforts.

## **ADDITIONAL GENERAL SPECIFICATIONS**

1. All restrooms at each site must be open at all times from 7am-11pm with only the following exceptions: family assistance restrooms, cleaning, and repairs. During the hours the facilities are not staffed, at least one Men's and one Women's restrooms must remain open.
2. The Contractor is responsible for all damages to the Rest Area Complex or equipment resulting from the Contractor's, or subcontractor's performance, carelessness, or neglect of cleaning, repair or replacement. SCDOT is not responsible for lost or stolen tools or equipment. Any damages must be reported on the Incident Report.
3. Any vehicle parked for more than two hours, parked with the engine running, or in a location not used for parking, should be checked by the Contractor to determine whether passengers may be in need of assistance. Issues should be reported to supervisor or appropriate South Carolina law enforcement.
4. The Contractor shall make note of any person(s) either excessively loitering (more than 2 hours) or camping in/around the Rest Area, or Truck Parking Area. Upon notice of these person(s), Contractor personnel will notify local law enforcement or SCDPS for each recurring event and document appropriately in an Incident Report.

## **INVOICING**

Invoices will be submitted monthly no later than the 10<sup>th</sup> calendar day of the month following service dates for services completed satisfactorily. Invoice accuracy is imperative and must be verified by the Contractor prior to submission to SCDOT. Invoice errors and discrepancies will cause payment delay. SCDOT will not accept invoices for work greater than 90 days old. Each invoice submitted to SCDOT must include:

1. Solicitation number, contract number, purchase order number
2. Rest Area Complex name and address
3. Contractor name, remit to address, telephone number for billing questions, SC Vendor number
4. Dates of service (include month, day, year)
5. Training updates
6. Breakdown listing of the custodians on duty each day by shift with accurate hours and pay rate for regular work hours.
7. If "Additional Custodian Hours (Emergency)" are worked with prior authorization from the SCDOT Contracts Manager, those additional hours worked must be documented clearly and invoiced at the contract rate. Documentation must include at a minimum: location, employee name, dates and hours worked.
8. Major Repairs (greater than \$3,000) facilitated by the Contractor shall be invoiced separately from routine monthly invoices and shall include all necessary information required for SCDOT approval and processing.

SCDOT reserves the right to request additional invoice documentation/data at any time during the contract. SCDOT may withhold payment for work not performed, unsatisfactory work, or tasks in non-compliance.

## PERFORMANCE DEDUCTIONS

### Timely Performance/Non-Compliance

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract because the health, safety and convenience of the public are the essence of the service. Timely performance under this contract is required. The SCDOT Representative determines that the Contractor has failed to comply with work required under the terms of the contract as written in the specifications. Non-Compliance items are divided into two categories as follows:

- **CATEGORY A** – These items of non-compliance may result in deductions against the Contractor.
- **CATEGORY B** – These items of Non-Compliance may result in deductions against the Contractor AND the Contractor may be subject to contract termination

**Multiple instances of non-compliance (Category A or B) may result in the Contractor being subject to contract termination.**

### Deductions

Each non-compliance item assessed will be deducted from the Contractor's invoice for payment

- The SCDOT Representative will report Non-Compliances and non-refundable deductions assessed to the Contractor using the Non-Compliance Notice provided in the Appendix (Table A), by email within three (3) business days of Non-Compliance identification.
- The Contractor shall reply to the SCDOT Representative's Non-Compliance email within two business days of receipt. The Contractor must dispute or correct Non-Compliances in writing within three (3) business days of receipt of notification of assessment.
- If no agreement can be attained between the SCDOT Representative and the Contractor, then the SCDOT Representative shall submit the issue to the Director of Maintenance who will serve as the point of resolution for the case.

**TABLE A:**  
**NON-COMPLIANCE ITEMS**

Category	Violations	Unit of Measure	Deduction Amount
A	Each unsecured door	Each	\$100
A	Unauthorized visitors performing contract activities	Per Occurrence	\$250
A	Failure to supply background check before reporting to work	Per employee	\$100
A	Failure to respond to an emergency as outlined in the RFP	Per Occurrence	\$500
A	Failure of contractor's employees to wear proper uniform	Each	\$100
A	Unauthorized absent designated point of contact or any other member of the custodial team (a no call/no show)	Per Occurrence	\$500
A	Failure to provide reports	Each	\$250
A	Failure to provide safe environment (ex. wet floor sign not properly displayed)	Per Occurrence	\$250
A	Failure to correct documented deficiencies	Per Occurrence	\$500

B	Contractor fails to perform the work with sufficient workers	Per Occurrence	\$1000
B	Contractor fails to perform the work in accordance with the contract requirements and standards as set forth by SCDOT	Per Occurrence	\$500
B	Contractor discontinues the prosecution of the work	Per Day, Per Facility	\$1000
B	Contractor, for any other cause whatsoever, fails to carry on the work in an acceptable manner.	Per Occurrence	\$1000

## **SCDOT RESPONSIBILITIES**

1. SCDOT shall pay for electrical service, water, and sewer.
2. SCDOT is responsible for basic landscaping, maintenance, roadway/parking lot repair and marking, and sidewalk repair.
3. SCDOT is responsible for conducting frequent, unscheduled inspections and maintaining a log noting conditions and compliance with contract provisions and quality of workmanship.
4. SCDOT is responsible for snow and ice removal from roads and parking areas.

## **FIRST AID**

1. The SCDOT does not provide any first aid training as part of this contract and first aid should not be administered to a guest by a Contractor employee.
2. If a guest is injured or in need of medical attention while on Rest Area grounds, the Contractor employee should ask the guest if they would like the employee to call 911 for them.
3. If the guest is unable to speak for themselves and a family member is accompanying the guest, the employee should inquire with the family member.
4. If the guest is unable to speak for themselves and no family members are present, the employee should call 911 immediately.
5. If a guest asks for paper towels after receiving a small abrasion or cut, an employee may provide a small stack of paper towels for the guest to self-administer.
6. Any further action, and resulting consequences, taken by a Contractor employee to administer first aid to a guest, other than what is stated in this policy, is the responsibility of the employee.

## **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:  
[03-3030-1]

## **DELIVERY DATE -- PURCHASE ORDER (MODIFIED)**

All items shall be delivered as per instructions within the purchase order.

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

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)**

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

1. Cover page and Page Two of this solicitation document
2. Technical Proposal (outlined below)
3. Cost/Pricing Proposal which is comprised of Section VII-Bidding Schedule
4. Minority Participation questionnaire from Section IV of this document
5. Attachment C: Certification of No SCOT Commission Interest

### **PROPOSAL SUBMISSION**

The proposal shall be divided into a Technical Proposal and a Cost Proposal.

The submittal shall also include a Contractor's cover page, which shall include the name and number of the RFP, company name, address and phone number of the respondent as well as the name, email address and phone number of the person to contact if there are questions about the proposal.

Additionally, the proposal shall include a Table of Contents. The Table of Contents should itemize the contents of your proposal by section, subsection, and include page numbers for facilitation of the evaluators reading the proposal.

Submittals should be no more than 35 pages, print size should be 12-point font minimum, on 8½ by 11 paper, (one page printed on both sides counts as TWO pages). Supporting documentation, such as promotional literature, will be considered as part of the page limit. **The following are the only items/pages that will not count as part of your 35-page limit:**

- The Cover Page and Page Two of this solicitation document
- Dividers
- Insurance Information
- Cost Sheet/Bidding Schedule
- Minority Participation Questionnaire
- Attachment C

**Proposals that exceed the 35 page limit may be viewed as non-responsive.**

### **TECHNICAL PROPOSAL:**

**NOTE: It is essential that Offerors follow the format and instructions as stated below.** At a minimum, Offerors should state each item and respond directly below the item.

The Offeror must cross-reference its Technical proposal with each requirement listed in Section III. Scope of Work/Specifications of this RFP.

Your offer should include enough detail to demonstrate an understanding of each requirement and the scope of the project. The proposals should be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find requirements specifically addressed in the RFP. Failure to provide information required by this RFP may result in rejection of the proposal due to non-responsiveness.

### **(I) EXECUTIVE SUMMARY**

The Executive Summary should be written in non-technical language to summarize the Contractor's understanding of the scope of work and to demonstrate their overall capabilities and approaches for accomplishing the services requested by this RFP.

## **(II) WORK OVERVIEW**

Submit a response that addresses each component listed in Section III. Scope of Work, using (as applicable) the same major section subject headings, subheadings, letters and/or numbers.

## **(III) PROJECT MANAGEMENT AND PLANNING**

The Offeror shall include in this section of its proposal details of the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The Offeror's proposal shall identify key personnel as well as all staff proposed to meet the requirements of the RFP. Provide details of their intended project management approach and project control methods, including quality assurance/control. These should clearly explain how the Offeror proposes to manage the project, control activities, report progress and how the account will be staffed. List the names of staff to be assigned to this project with a description of their role and responsibilities, their qualifications, and experience working in the custodial and facility maintenance space.

## **(IV) QUALIFICATIONS AND EXPERIENCE**

The Offeror's qualifications, experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size of scope.

- A. *Provide a brief outline of your company and services offered*
- B. *Provide SCUDOT your customer list of all previous projects/contracts of similar size and scope as described in this solicitation for a minimum of three (3) years, with the following information:*
  1. Contact name:
  2. Job Title:
  3. Governmental Entity or Business:
  4. Address:
  5. Phone Number:
  6. Current e-mail Address:
  7. Brief summary/description of project to include (in order):
    - Size
    - Scope
    - Start date
    - Completion date (if applicable)
    - Status
    - Outcome
- C. *Number of employees who will be assigned to work on this contract at each location*
- D. *Describe what offeror has done to promote excellence and distinguish itself from competition (awards, honors or publications from an outside party highlighting any achievements, special quality assurance standards or methods)*
- E. *Provide an overview of offeror's resource management practices, including:*
  1. How and from where offeror recruits employees
  2. Offeror's current employee turnover rate and approach to staff retention
  3. Offeror's employee training requirements
  4. The process by which offeror replaces a custodial staff member who resigns, is terminated, or asks/is asked to leave the project

## **COST/PRICE PROPOSAL**

**See Section VIII. Bidding Schedule/Price-Business Proposal – must be submitted separately from the technical proposal**

[04-4005-1]

### **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]

### **INFORMATION FOR OFFERS TO SUBMIT – SPECIAL**

You shall submit a completed ATTACHMENT C – Certification of no SCDOT Commissioner Interest.

### **MINORITY PARTICIPATION (DEC 2015)**

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

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

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

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list

of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

**If and when requested by the procurement officer**, 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 CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### AWARD TO ONE OFFEROR (JAN 2006)

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

### COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

### DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Evaluation Criteria	Solicitation Section(s) Used for Evaluation	Maximum Points
Technical Proposal	(I) Executive Summary (II) Technical Proposal (III) Project Management and Planning	40
Background and Qualifications	(IV) Qualifications and Experience (offeror's relevant background and qualifications as they pertain to the proposed work)	35
Cost	Price Proposal (total price for all products/services as outlined in this solicitation and any other costs involved to complete Offeror's proposed solution based on scope of work)	25
<b>Total Possible Points</b>		<b>100 Points</b>

[06-6065-1]

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

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

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

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

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

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

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

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

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

[07-7A020-1]

## **DISPUTES (JAN 2006)**

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

## **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 (FEB 2021)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

### **TAXES (JAN 2006)**

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

### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

### **WAIVER (JAN 2006)**

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

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

### **CHANGES (JAN 2006)**

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

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

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

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

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

[07-7B025-1]

### **COMPLIANCE WITH 2 CFR 200.216**

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- kHytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

### **COMPLIANCE WITH LAWS (JAN 2006)**

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

### **CONFERENCE -- PRE-PERFORMANCE (JAN 2006)**

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

**The pre-performance conference will be scheduled by the SCUDOT Director of Maintenance Office after award, but**

**prior to performance.**

[07-7B040-1]

## **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](http://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, cancellation, 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]

## **LABOR AND MATERIAL PAYMENT BOND REQUIRED - SPECIAL**

As a condition of the execution of the contract, the contractor shall supply a labor and material payment bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms:

Payment to all entities, individuals, and the like furnishing of labor or materials in connection with this contract.

In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled. The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law.

The contractor shall establish the security not later than ten (10) days after execution of the contract, and failure to satisfy this requirement will void the contract. Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor. The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State.

## **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]

## **PERFORMANCE BOND REQUIRED**

As a condition of the execution of the contract, the contractor shall supply a performance bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms:

The successful execution of the final implementation plan, including satisfactorily meeting the performance or test requirements on the dates specified in the final implementation plan and the acceptance requirements and/or Full and satisfactory performance of the ongoing obligations contained in this RFP, any amendments and any subsequent contract between the State and the contractor.

In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for substituted services or other forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled. The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law. **The contractor shall establish the security not later than ten (10) days after execution of the contract**, and failure to satisfy this requirement will void the contract. Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor. The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State.

## **PRICE ADJUSTMENTS (JAN 2006)**

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

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

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably

available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

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

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

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

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

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

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

### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 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 120 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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

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

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

You shall enter a bid for each of the line items listed as a part of the bidding schedule below. A failure to enter pricing for all items will result in your proposal being found non-responsive, and your proposal shall be rejected.

Please submit the Bidding Schedule as a separately labelled document, entitled "Price Proposal".

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	60	Months		

**Item Description:** ANDERSON NB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	60	Months		

**Item Description:** ANDERSON SB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	60	Months		

**Item Description:** LAURENS Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	60	Months		

**Item Description:** NEWBERRY EB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	60	Months		

**Item Description:** NEWBERRY WB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	60	Months		

**Item Description:** CALHOUN EB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0007</b>	60	Months		
<b>Item Description:</b> CALHOUN WB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0008</b>	60	Months		
<b>Item Description:</b> CHESTER NB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0009</b>	60	Months		
<b>Item Description:</b> CHESTER SB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0010</b>	60	Months		
<b>Item Description:</b> KERSHAW EB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0011</b>	60	Months		
<b>Item Description:</b> KERSHAW WB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0012</b>	60	Months		
<b>Item Description:</b> SUMTER NB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0013</b>	60	Months		
<b>Item Description:</b> SUMTER SB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0014</b>	60	Months		

**Item Description:** COLLETON NB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0015</b>	60	Months		

**Item Description:** COLLETON SB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0016</b>	60	Months		

**Item Description:** CHARLESON EB Rest Area Custodial Service

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0017</b>	60	Months		

**Item Description:** ORANGEBURG NB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0018</b>	60	Months		

**Item Description:** ORANGEBURG EB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0019</b>	60	Months		

**Item Description:** ORANGEBURG WB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0020</b>	60	Months		

**Item Description:** AIKEN EB Truck Parking Custodial Service

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0021</b>	60	Months		
<b>Item Description:</b> AIKEN WB Truck Parking Custodial Service				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0022</b>	60	Months		
<b>Item Description:</b> DARLINGTON EB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0023</b>	60	Months		
<b>Item Description:</b> DARLINGTON WB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0024</b>	60	Months		
<b>Item Description:</b> DORCHESTER SB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0025</b>	60	Months		
<b>Item Description:</b> JASPER NB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0026</b>	60	Months		
<b>Item Description:</b> JASPER SB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0027</b>	3,200	Hours		
<b>Item Description:</b> Additional Hours (Emergency)				
<b>Tendering Text:</b> Please enter your best price <u>per hour</u> as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				

## **IX. ATTACHMENTS TO SOLICITATION**

**ATTACHMENT A: IMPORTANT TAX NOTICE NONRESIDENTS ONLY**

**ATTACHMENT B: OFFEROR'S CHECKLIST**

**ATTACHMENT C: CERTIFICATION OF NO SCDOT COMMISSIONER INTEREST**

**ATTACHEMNT D: CLAIMS PROCESS SPECIAL PROVISIONS**

## ATTACHMENT A

### 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.

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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.

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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: [dor.sc.gov](http://dor.sc.gov)

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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](http://dor.sc.gov)

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

[09-9005-5]

## OFFEROR'S CHECKLIST

### AVOID COMMON BID/PROPOSAL MISTAKES

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

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

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, not against this checklist.

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

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**ATTACHMENT C**

**CERTIFICATION**

**NO SCDOT COMMISSIONER INTEREST OR  
RECENT SCDOT EMPLOYEE INTEREST**

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
  - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member's term of appointment and for one year after the termination of the appointment.
  - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member's term of appointment and for one year after the termination of the appointment.
2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

**CONTRACTOR/CONSULTANT**

By : \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

## **ATTACHMENT D**

**The following provisions are incorporated into the agreement through the inclusion of this ATTACHMENT D:**

**5.0 CLAIMS PROCESS SPECIAL PROVISION**

**5.01 Contractor's responsibility for the Work and for Utility Property and Services**

Section 107.21 and 107.22 of the SCDOT Standard Specifications for Highway Construction, 2007, shall apply.

**5.02 Contractor Responsibility for Claims**

**5.02.1** Contractor shall take charge and custody of the work. Contractor shall conduct all operations to protect adjoining property, the traveling public, residents near the Project, workers engaged in or on the Work, and other persons and entities, while they are engaged in duties connected with the Work. This responsibility also extends to the protection of public and private property (both real and personal) under all circumstances. Contractor shall cause all subcontractors and suppliers to conduct their operations with the same level of care and concern.

**5.02.2** Indemnify, hold harmless and defend the State, the Department, the County, municipal government (City, Town, or other incorporated area), where the Work is performed and all of their officers, agents, and employees from all suits, actions or claims of any character, kind or description brought for or on account of any injuries or damages received or sustained by any person, persons, or property, in whole or in part, arising out of, relating to, resulting from or are in any manner connected with the performance of the work, Contractor's operations, or work supervised by the Contractor or any subcontractor or sub-subcontractor on the Project; or because of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment, and supplies furnished for use in and about the work under the Contract; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, or decree.

**5.02.3** This indemnity obligation is binding on Contractor and intended to apply even if the State, the Department, the County, municipal government and their officers, agents, and employees are negligent and in part responsible for the injuries or damages. This indemnity obligation is not intended to apply if the State, the Department, the County, municipality government, and their officers, agents and employees are solely responsible for the injuries or damages.

**5.02.4** The Contractor defense and indemnity obligation shall extend to claims arising after the work is completed and accepted if the claims are directly related to alleged acts or omissions by the contractor, subcontractor, supplier or sub-subcontractor that occurred during the course of the work. Any inspection of the work by the State is not a waiver of full compliance with these requirements.

**5.03 Claims Process**

**5.03.1** The SCDOT Claims Office will be responsible for receiving and processing claims resulting from activities performed by the Contractor. If the Contractor is approached by a third party claimant, the Contractor shall direct the claimant to contact the Claims Office to file a claim. The claim form and required documents can be found at:

<https://www.scdot.org/travel/travel-DamageClaims.aspx>

**5.03.2** The Claims Office will obtain all required documents from the claimant. Once a complete claim package is obtained, the claim information will be sent to the SCDOT's Resident Maintenance Engineer (RME) or designee to email to the Contractor with a copy to the Claims Office. The Contractor shall review the claim and respond in a letter to the Claimant with a copy to the Claims Office its decision to either deny or pay the claim within ten (10) business days of date the claim information is emailed. If denied, the Contractor shall explain the reason for the denial in the letter.

If the Contractor accepts the claim, it shall issue payment to the Claimant within ten (10) business days of the date of the acceptance letter and forward a copy of the payment to the Claims Office. If the Contractor does not remit payment within the ten (10) days of the date of the acceptance letter, SCDOT Claims Office may pay the claim. The Claims Office

will notify the Contractor of such payment and seek reimbursement from the Contractor in accordance with **Sections 5.03.4 and 5.03.5.**

#### **5.03.3      Appeal of decision of Contractor**

If the Claimant is dissatisfied with the Contractor's denial of the claim, the Claimant can appeal the decision, in writing, to the SCDOT Chief Counsel. The Chief Counsel will obtain the recommendation from the RME or designee's regarding denial or approval of the claim. The Chief Counsel will review the recommendation and the entire claim, and render a final decision. If the Chief Counsel concurs in the denial of the claim, a letter will be sent to the Claimant with a copy to the Contractor advising of the denial.

#### **5.03.4      Withholding Claim Amount from Contract**

If the Chief Counsel determines the claim should be paid, the Claims Office will be instructed to pay the claim and the Contractor will be notified of SCDOT's decision. The Contractor will be notified to deduct the amount of the claim from the most current outstanding invoice. Resident Maintenance Engineer, or designee, will not accept the Contractor's invoice for payment until all deductions for claims are listed on the invoice. If the Contractor fails to deduct the claim from the invoice, the Resident Maintenance Engineer, or designee, SCDOT shall notify the Contractor and the SCDOT State Maintenance Engineer of the non-compliance. The Contractor failure to deduct the claim from the next invoice after final decision of the SCDOT constitutes a default of the contract.

#### **5.03.5      Submission to SCDOT Debt Collection Agent and Default of Contractor**

If the Contractor does not deduct the claim amount from the most current outstanding invoice, the Resident Maintenance Engineer, or designee, will withhold payment from the most current and/or subsequent invoice. If the contract has no outstanding invoices due to inactivity and/or expiration of the contract, the claim will be submitted to the SCDOT Debt Recovery Program. Under the SCDOT's Debt Recovery Program, the SCDOT Claim Recovery Agent will pursue collection of this debt against the Contractor.

# EXHIBIT C

	<b>State of South Carolina</b>	Request for Proposal AMENDMENT #1 Questions and Answers	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400025556 09/28/2023 JEFFERY SCHWALK 1-803-737-1018 <a href="mailto:SchwalkJC@scdot.org">SchwalkJC@scdot.org</a> SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191
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**DESCRIPTION: Rest Area & Truck Parking Janitorial RFP**

**USING GOVERNMENTAL UNIT: SC Department of Transportation**

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

**SUBMIT OFFER BY (Opening Date/Time): 10/04/2023– 10/17/2023 14:30:00 (See "Deadline For Submission Of Offer" provision)**

**QUESTIONS MUST BE RECEIVED BY: 09/14/2023 11:00:00 (See "Questions From Offerors" provision)**

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

<b>CONFERENCE TYPE:</b> Pre-Proposal Conference <b>DATE &amp; TIME:</b> <u>09/13/2023 10:30:00</u>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	<b>LOCATION:</b> This conference will be held in person at our HQ location (955 Park Street, Columbia SC 29201) and via Teleconference. <b>Dial-In:</b> 1-800-753-1965 Access Code: 7236783. Please preregister with the Procurement Officer by 4:00 PM Sept 12, 2023.
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <u>11/03/2023</u> . <u>11/17/2023</u> The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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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 ninety (90) calendar days after the Opening Date. (see "Signing Your Offer" provision.)

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

<b>OFFEROR'S TYPE OF ENTITY:</b> (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)	

## **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](http://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]

## **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.

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**THE SOLICITATION DOCUMENT HAS BEEN REISSUED IN ITS ENTIRITY WITH CHANGES INCLUDED AND IS INCLUDED IN THIS DOCUMENT, FOLLOWING THE ANSWERS TO SUBMITTED QUESTIONS.**

**PLEASE NOTE: BOTH THE SUBMISSION/OPENING DATE and THE AWARD POSTING DATE HAVE BEEN EXTENDED AS PER THE CHANGES ON THE COVER PAGE OF THIS DOCUMENT.**

## ANSWERS TO SUBMITTED QUESTIONS

### Rest Area and Truck Parking Janitorial

**5400025556**

#### QUESTION #1:

What is the current monthly bid on a solicitation as far as pricing?

#### SCDOT RESPONSE TO QUESTION #1:

The link will take you to the current contract page, which includes pricing and the statement of award: <https://webprod.cio.sc.gov/SCContractWeb/contractDetail.do?contractNumber=4400017540&hideReturnButton=false>

#### QUESTION #2:

For this contract are we able to service only the ones we can or must be all of them.

#### SCDOT RESPONSE TO QUESTION #2:

As per the text in Section VIII: Bidding Schedule/Price-Business Proposal:

*You shall enter a bid for each of the line items listed as a part of the bidding schedule below. A failure to enter pricing for all items will result in your proposal being found non-responsive, and your proposal shall be rejected.*

#### QUESTION #3:

The RFP cover page (1 of 2) states the following: "SUBMIT YOUR OFFER ONLINE AT THE FOLLOWING URL:" RFP page 1 states the following in red typeface: "INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS." Are Offerors to submit proposals online or via hard copy?

#### SCDOT RESPONSE TO QUESTION #3:

Bids may be submitted either in hard copy format via delivery to the SCDOT Procurement Office, or through online bidding. Instructions for both options are provided within the Solicitation document.

#### QUESTION #4:

Page 1 of the RFP states that all offerors must SUBMIT OFFER BY (Opening Date/Time): 10/04/2023 14:30:00, and that AWARD & AMENDMENTS will be posted on 11/03/2023. Page 4 of the RFP states that the Contract start date is 11/16/2023.

- a. That will provide only a 12-day window for a new contractor to transition 22 locations, along with any existing employees, and to hire new employees. Would the State be willing to extend the due date for the Submission until 10/20/2023 with a project start date of 12/04/2023.

#### SCDOT RESPONSE TO QUESTION #4:

The submission date and time is extended as per the amended Cover Page of this Amendment. The Award Posted Date has also been extended as per the amended Cover Page.

The effective start date of the agreement is anticipated to be late December 22, 2023. The actual effective date will be the date indicated on the Intent to Award document, if later than December 22, 2023.

#### QUESTION #5:

Cleaning Duties and Schedules- Truck Parking Areas (TPA) replacing severely damaged trash containers and/or lids (i.e., 48-gal. stone aggregate, metal, etc.) with the same make trash container or higher quality.

- a. Would the State provide how many of these trash containers currently exist?
- b. Would the State provide how many trash containers have been replaced under the current contract?
- c. Can the State provide how many trash containers currently need to be replaced?

**SCDOT RESPONSE TO QUESTION #5:**

Per Section III Scope, “Site Visit” Paragraph, Prospective bidders shall fully acquaint themselves with conditions relating to the scope of this contract. Therefore, the count of existing and damaged (not clean, safe or operable per the definitions of the solicitation) trash cans can be assessed during this site visit. Repairs or replacements less than \$3,000 were not reported to the State under the current contract.

**QUESTION #6:**

Safety Requirements- During winter weather events, the Contractor shall remove snow and ice from walkways and apply sand/deicing materials as necessary to prevent unsafe conditions.

- a. Is the Contractor responsible for Clearing Snow and Ice, as well as salting the parking areas and ramps?

**SCDOT RESPONSE TO QUESTION #6:**

Per Section III Scope, Safety Requirements Sub-Section, Item 5, the Contractor is responsible for handling snow removal, ice removal and de-icing of walkways (sidewalks). Handicap ramps are considered part of the walkways. The parking areas and interstate ramps are not included in this responsibility of the Contractor.

**QUESTION #7:**

Repairs- All light bulbs (including low-mast outside, ballast, and light fixture covers which are burned out, damaged, or missing). SCDOT will be responsible for the hi-mast parking lot lights.

- a. What does SCDOT consider Hi-Mast Parking lot lights? After we toured the sites we noticed that the majority of the parking lights are cobra heads with a ballast arm or multi-head. We did not observe any Hi-Mast parking lot lights. Will SCDOT provide an inventory of all parking lot light fixtures?

**SCDOT RESPONSE TO QUESTION #7:**

High mast lights are considered light poles with a primary purpose of lighting the parking areas. They are not the responsibility of the Contractor. All other lighting, with a primary purpose of lighting the sidewalks and facility, are the responsibility of the contractor.

Per Section III Scope, “Site Visit” Paragraph, Prospective bidders shall fully acquaint themselves with conditions relating to the scope of this contract. Therefore, the inventory of lighting poles can be assessed during this site visit.

**QUESTION #8:**

Repairs- The RFP states that the Contractor is Responsible for all repairs under \$3,000.

- a. Would SCDOT provide the last 24 months or work orders and cost associated with those work orders showing the break down and, if they were completed by the incumbent or by SCDOT contractors?

**SCDOT RESPONSE TO QUESTION #8:**

Repairs or replacements less than \$3,000 were not reported to the State under the current contract, and as such, are not available for SCDOT to provide.

**QUESTION #9:**

Repairs- Is the State providing an Annual Maximum Cap amount per site or a total Annual Contract amount cap? As it currently stated \$3,000 for repairs across 22 sites creates a very large blank check to the State if there is no annual cap amount included.

**SCDOT RESPONSE TO QUESTION #9:**

**There is neither an Annual Maximum Cap amount for repairs per site, nor a total Annual Contract amount cap.**

**QUESTION #10:**

Repairs- The RFP states: “Any repair in excess of \$3,000 is considered to be a Major Repair. The Contractor must immediately notify the SCDOT Contract Manager of repairs that are estimated to exceed \$3,000.”

- a. Will SCDOT provide the number or work orders submitted by the incumbent in the previous 24 months that were approved by SCDOT over the \$3,000 threshold?
- b. Will SCDOT provide the number of major repair work orders and the associated cost matrix with those that were completed in the previous 24 months?

**SCDOT RESPONSE TO QUESTION #10:**

The number of work orders submitted for major repairs over \$3,000 in the last 24 months, not to include rehabilitation and special projects, is 10. The total costs of these work orders is approximately \$90,000 and includes HVAC repairs, plumbing repairs, water heater repairs/replacements, and partition repairs.

**QUESTION #11:**

Employee Safety and Training, Item 3, page 25 states: “All personnel shall be trained within ten (10) days of their hire date and before starting work in any of the Rest Areas”...and lists the required training.

- a. Most training is done on the job; therefore, it is not feasible to start employees and have them trained within 10 days before they start work at a Rest Area. Will the State consider removing this statement from the RFP and adding “On-the-Job Training within 14 days is acceptable.”

**SCDOT RESPONSE TO QUESTION #11:**

This requirement has been amended to answer the question above. The amended portion may be found in Section III: EMPLOYEE SAFETY AND TRAINING.

**QUESTION #12:**

Are Wastewater Systems Maintenance, Repair and Testing included under this contract? If yes, please provide all relevant permit information and testing requirements.

**SCDOT RESPONSE TO QUESTION #12:**

All wastewater within the facility and all gravity service lines up to the nearest lift station or municipal tie in are the responsibility of the contractor.

**QUESTION #13:**

Are Potable Water Systems Maintenance, Repair and Testing included under this contract? If yes, please provide all relevant permit information and testing requirements.

**SCDOT RESPONSE TO QUESTION #13:**

All maintenance, repair and testing of potable water systems on the facility side of the supply meter, excluding irrigation, is the responsibility of the contractor. Required backflow prevention testing per DHEC and local governing agencies is the responsibility of SCDOT.

**QUESTION #14:**

Are Generator Maintenance, Repair and Testing included under this contract?  
If yes, please provide all relevant permit information.

**SCDOT RESPONSE TO QUESTION #14:**

Generator maintenance, repair & testing are not included in the contractor's responsibilities.

**QUESTION #15:**

Are Lift Station Maintenance, Repair and Testing included under this contract? If yes, please provide all relevant information and testing requirements.

**SCDOT RESPONSE TO QUESTION #15:**

Lift station maintenance, repair & testing are not included in the contractor's responsibilities.

**QUESTION #16:**

Would the State please provide the current condition of any septic systems, the last date of pumping, and the last date of service?

- What is the condition of sewage within the tanks?
- Is the sewage still viable or is it dead and in need of being totally removed? If yes, do the tanks need to be completely emptied and reseeded?

**SCDOT RESPONSE TO QUESTION #16:**

There are no septic systems at any of the facilities listed within this contract.

**QUESTION #17:**

Page 16 of the RFP includes the words "minimum coverage," and in other places "adequate staffing," however, we did not see any language in the RFP that lists minimum staffing requirements. Would the State please provide minimum staffing information?

**SCDOT RESPONSE TO QUESTION #17:**

A staffing plan defined in the contractor's proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor's knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract.

**QUESTION #18:**

Would the State consider extending the Deadline to submit Questions for an additional week?

**SCDOT RESPONSE TO QUESTION #18:**

The submission deadline has passed and will not be extended.

**QUESTION #19:**

Would the State provide the total number of Annual visitors per site?

**SCDOT RESPONSE TO QUESTION #19:**

SCDOT does not have a count of the number of visitors.

**QUESTION #20:**

Would the State provide the Annual average dollar amount of janitorial supplies used per site?

**SCDOT RESPONSE TO QUESTION #20:**

This information is not available since it is not maintained by SCDOT, but by the current contract holder.

**QUESTION #21:**

Truck Parking Areas (TPA) states: “The Contractor is responsible for the maintenance and care of seven (7) Truck Parking Areas located across the State. Each Truck Parking Area should be liter free at all times.”

- a. Does SCDOT expect the contractor to man the sites the same as the Rest areas are manned since there are not facilities or buildings to maintain? This standard sets an unreal expectation on the contractor and creates an undue burden that cannot be met.
- b. Would the State consider changing the language to something that would be more amicable such as the following?
- c. The only exceptions to the requirement that an Attendant be on site at all Rest Areas during contracted working hours are:
  - Are truck only parking facilities comprised of mainly large lighted parking lots with a few portable bathroom units. There are no rest area buildings or standard amenities, such as vending, picnic area, water fountains etc., and do not need to be staffed continuously. These areas shall be inspected every 8 hours ensuring portable bathroom units are fully stocked, clean, and functional (if so equipped at the location), along with routine checks to ensure no imminent safety hazard exist relative to entrance and exit ramps, parking and lighting. The Contractor shall provide staffing necessary to ensure standard maintenance activities including, grounds, pavement, shoulders, and drainage maintenance.

**SCDOT RESPONSE TO QUESTION #21:**

No, SCDOT does not expect the contractor to staff the truck parking areas in the same manner as the rest areas. The Contractor shall have adequate staff to adhere to the requirements of the solicitation.

Per Section III Scope, “Site Visit” Paragraph, Prospective bidders shall fully acquaint themselves with truck parking area conditions relating to the scope of this contract.

**QUESTION #22:**

Please provide a list of all current dumpster locations and the providers.

**SCDOT RESPONSE TO QUESTION #22:**

The local dumpster companies are contracted through the current Contractor, therefore this cannot be provided by SCDOT.

QUESTION #23:

Do you have consumption rate data for the consumable products? (Ex. Trash can liners, toilet paper, soap, paper towels)

SCDOT RESPONSE TO QUESTION #23:

SCDOT has a limited amount of information for the run rate of consumable products and that data has been posted as a separate document titled Material Usage.

QUESTION #24:

What dispensers are currently installed? Do we need to use a specific brand of consumables?

SCDOT RESPONSE TO QUESTION #24:

Per Section III Scope, “Site Visit” Paragraph, Prospective bidders shall fully acquaint themselves with conditions relating to the scope of this contract. Therefore, assessment of current dispensers can be assessed during this site visit. A specific brand of consumables is not specified in this contract, but shall fit the existing dispensers.

QUESTION #25:

Do you have updated AADT data?

SCDOT RESPONSE TO QUESTION #25:

Please see the table below.

**REST AREA COMPLEXES**

<b>FACILITY</b>	<b>INTERSTATE</b>	<b>DIRECTION</b>	<b>MILE POST</b>	<b>RAMP AADT</b>	<b>INTST AADT</b>
Anderson NB	I-85	North	17	1100	47900
Anderson SB	I-85	South	23	1800	62700
Laurens	I-385	Median-NB	5	600	24500
		Median-SB	5	550	24500
Newberry EB	I-26	East	63	1700	44300
Newberry WB	I-26	West	63	1950	44300
Calhoun EB	I-26	East	122	1450	63800
Calhoun WB	I-26	West	122	1350	63800
Chester NB	I-77	North	65	1550	55200
Chester SB	I-77	South	65	1200	55200
Kershaw EB	I-20	East	93	1450	42200
Kershaw WB	I-20	West	93	1150	42200
Sumter NB	I-95	North	135	1550	33700
Sumter SB	I-95	South	135	1550	33700
Colleton NB	I-95	North	47	1550	51500
Colleton SB	I-95	South	47	1550	51500
Charleston EB	I-26	East	202	1550	107700
Orangeburg EB	I-26	East	152	1950	48900
Orangeburg WB	I-26	West	150	2300	48900
Orangeburg NB	I-95	North	98	1850	38800

**TRUCK PARKING AREA COMPLEXES**

<b>FACILITY</b>	<b>INTERSTATE</b>	<b>DIRECTION</b>	<b>MILE POST</b>	<b>RAMP AADT</b>	<b>INTERSTATE AADT</b>
Aiken EB	I-20	East	21	496	36100
Aiken WB	I-20	West	21	776	36100
Darlington EB	I-20	East	129	462	28700
Darlington WB	I-20	West	129	463	28700
Dorchester SB	I-95	South	73	624	50800
Jasper NB	I-95	North	18	960	58900
Jasper SB	I-95	South	18	861	58900

QUESTION #26:

Will we be required to overlap shifts? (Ex. Would we be ok with 7am-3pm, 3pm-11pm shifts or would we need a part time person in between shifts to cover any potential gaps in coverage?)

SCDOT REPSONSE TO QUESTION #26:

The staffing plan must provide adequate staff to adhere to the full scope and requirements of the contract, and not allow any gaps in coverage from 7am to 11pm.

QUESTION #27:

Do you have a record of the minor repairs completed in the past few years?

SCDOT RESPONSE TO QUESTION #27:

Repairs or replacements less than \$3,000 were not maintained be SCDOT under the current contract.

QUESTION #28:

Is it a set requirement to empty the dumpster 3 times per week? What if we have more than one dumpster per site? What if it is a slower rest area and requires less dumping?

SCDOT RESPONSE TO QUESTION #28:

As specified in the solicitation, dumpsters shall be emptied a minimum of three times per week per location.

QUESTION #29:

Non compliance (sic) items- can you elaborate on the “contractor, for any other cause whatsoever, fails to carry on the work in an acceptable manner” clause?

SCDOT RESPONSE TO QUESTION #29:

This language in Section III, Table A: Non-Compliance Items has been amended, removing the language “*contractor, for any other cause whatsoever, fails to carry on the work in an acceptable manner*” and associated deduction, and increasing the deduction for “*Contractor fails to perform the work in accordance with the contract requirements and standards as set forth by SCDOT*”.

QUESTION #30:

What is the total number of bathrooms at each location?

**SCDOT RESPONSE TO QUESTION #30:**

Per Section III Scope, “Site Visit” Paragraph, Prospective bidders shall fully acquaint themselves with conditions relating to the scope of this contract. Therefore, the total number of bathrooms at each location can be assessed during this site visit.

QUESTION #31:

Can we have access to the current employees' information for possible retainership?

**SCDOT RESPONSE TO QUESTION #31:**

The information for staff employed by the contract holder is not the property of SCDOT and cannot be provided by SCDOT.

QUESTION # 32:

What is the incumbent's name and the current price for this contract?

**SCDOT RESPONSE TO QUESTION #32:**

Information regarding the current contract is available at the following link:

<https://webprod.cio.sc.gov/SCContractWeb/contractDetail.do?contractNumber=4400017540&hideReturnButton=false>

QUESTION #33:

What is the paper towel usage per week?

**SCDOT RESPONSE TO QUESTION #33:**

Complete information is not available, since supplies and restocking of supplies is the responsibility of the current contractor. A limited amount a data has been provided as a separate document, titled Material Usage.

QUESTION #34:

How many people visit the rest area and truck parking daily or weekly?

**SCDOT RESPONSE TO QUESTION #34:**

SCDOT does not have a count of the number of visitors.

QUESTION #35:

You stated two employees per location. Are you requesting a supervisor for each location?

**SCDOT RESPONSE TO QUESTION #35:**

A staffing plan defined in the contractor's proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor's knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract.

QUESTION #36:

Is this a living wage contracts?

SCDOT RESPONSE TO QUESTION #36:

This contract is not specified as a living wage contract.

QUESTION #37:

Is this a Union contract?

SCDOT REPSONSE TO QUESTION #37:

This is not a Union Contract.

QUESTION #38:

**Page 10, RESPONSIVENESS/IMPROPER OFFERS**

(b) Multiple Offers. This section states that bidders MAY submit more than one offer. If a bidder chooses to submit multiple offers are multiple technical proposals required to be submitted or just separate cost proposals? How will multiple offers be considered for award of this procurement in accordance with section VI, Award Criteria?

SCDOT RESPONSE TO QUESTION #38:

Multiple offers may be submitted. Each shall be complete and include all required documents and materials, in the format, outline, and order specified within the solicitation document. Each shall be submitted as a separate standalone submission, in its own envelope which shall have the solicitation number, name, and opening date on the front of the envelope.

Each individual offer will be evaluated as a standalone submission, using the evaluation criteria set forth in Section VI of the solicitation document.

QUESTION #39:

**Page 10, RESPONSIVENESS/IMPROPER OFFERS**

(c) Responsiveness. Provides that “An offer which fails to conform to the materials requirements of the Solicitation may be rejected as nonresponsive.” Please define “material requirements of the solicitation” in the context of this clause.

SCDOT RESPONSE TO QUESTION #39:

Material requirements are those requirements with significant impact and governance on the form, structure, and content of an offeror’s submission, and /or on the specifications of the work to be done.

QUESTION #40:

**Page 10, RESPONSIVENESS/IMPROPER OFFERS**

(d) Price Reasonableness provides that “An offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. “Given that there is no minimum required staffing, beyond having at least one employee on site at each rest area from 0700 through 2300, 365 days per year.

No required minimum wages and no data provided by SCDOT identifying the utilization of the facilities and no historical data. How can the Procurement Officer determine a reasonable price when the prices could easily range from well over \$5,000,000.00 to \$10,000,00.00 PER YEAR?

**SCDOT RESPONSE TO QUESTION #40:**

The Procurement Officer may identify pricing unreasonableness using a variety of methods, including but not limited to comparison of other submissions, data available through other janitorial contracts, and market information for similar services.

**QUESTION #41:**

**Page 13, CONTENTS OF OFFER**

(c) “The contents of your offer must be divided into two parts, the technical proposal and the business proposal.” Page 34, Evaluation Factors – Proposals identifies Technical Proposal but no Business Proposal. Additionally, page 30, INFORMATION FOR OFFERORS TO SUBMIT, shows Technical Proposal and Cost Proposal, but no “Business Proposal”. As a result, it appears impossible for the bidders to comply with this requirement. Please confirm that Business Proposal and Cost Proposal are the same thing. If not confirmed, please describe what is meant by Business Proposal and describe how it will be considered in the evaluation and award process.

Please confirm that Business Proposal and Cost Proposal are the same thing. If not confirmed, please describe what is meant by Business Proposal and describe how it will be considered in the evaluation and award process.

**SCDOT RESPONSE TO QUESTION #41:**

The terms Cost Proposal and Business Proposal are used interchangeably, and as referenced in this solicitation, shall be considered as referring to the same item.

**QUESTION #42:**

**Page 13, CONTENTS OF OFFER**

Subsection (c) provides that that “Each part shall be bound in a single volume” Please clarify. Should the Technical proposal and the Cost Proposal to be in separate volumes? Should the technical, Background and Qualifications and cost (pg 34) be in separate volumes?

**SCDOT RESPONSE TO QUESTION #42:**

The Technical Proposal and the Cost/Business Proposal shall each be separate volumes. Other required items should be submitted as separate, clearly labeled attachments.

**QUESTION #43:**

**Page 15, SCOPE OF WORK/SPECIFICATIONS**

Please provide the ages of each facility listed in the Rest Area Complexes chart.

**SCDOT RESPONSE TO QUESTION #43:**

Refer to table below:

<b>FACILITY</b>	<b>INTERSTATE</b>	<b>DIRECTION</b>	<b>MILE POST</b>	<b>CONSTR DATE</b>
Anderson NB	I-85	North	17	1995
Anderson SB	I-85	South	23	1995
Laurens	I-385	Median-NB	5	1998
Newberry EB	I-26	East	63	2002
Newberry WB	I-26	West	63	2002
Calhoun EB	I-26	East	122	1989

Calhoun WB	I-26	West	122	1989
Chester NB	I-77	North	65	1988
Chester SB	I-77	South	65	1988
Kershaw EB	I-20	East	93	2006
Kershaw WB	I-20	West	93	2007
Sumter NB	I-95	North	135	1984
Sumter SB	I-95	South	135	1984
Colleton NB	I-95	North	47	2002
Colleton SB	I-95	South	47	2002
Charleston EB	I-26	East	202	1974
Orangeburg EB	I-26	East	152	1996
Orangeburg WB	I-26	West	150	1996
Orangeburg NB	I-95	North	98	1974

QUESTION #44:

**Page 15, SCOPE OF WORK/SPECIFICATIONS**

There is no data on facility utilization provided in the RFP. In order for prospective bidders to properly formulate const/pricing for this RFP, it is essential that this data be provided.

- a) Please provide historical data on the utilization of each of these facilities. If no such historical data exists for these facilities, please provide the water usage by facility by month for the past 5 years.
- b) If this data is not provided as requested, please state all the reasons why this data cannot be provided.

SCDOT RESPONSE TO QUESTION #44:

Please see the response to Question #34 above. You may also refer to the traffic count tables in Question #25.

In addition, water usage reports are not broken out in a fashion that is practical or applies to the context of this solicitation.

QUESTION #45:

**Page 16, GENERAL**

The rest area complex is defined as all structures and components located within the boundary of the property line currently managed by SCDOT. Please provide maps by site showing the Rest Area Complex boundaries.

SCDOT RESPONSE TO QUESTION #45:

Site visits will allow identification of the elements on the property that are germane to this solicitation. Additional available information such as maps and drawings have been posted as separate documents, but should not be viewed as replacing the usefulness and accuracy of a site visit. Posted information may no longer be completely accurate as it is point in time information. There may not be consistency of information for all sites and some information may not be available for certain locations.

QUESTION #46:

**Page 16, GENERAL**

It is our understanding that almost all of these facilities contain additional structures that are maintained by other contractor(s). Please clarify the bidders responsibilities for these sewage lift stations, generators, tank enclosures, etc.

SCDOT RESPONSE TO QUESTION #46:

Sewage lift station maintenance, repair and testing are not the contractor's responsibility. Generator maintenance, repair and testing are not the contractor's responsibility. SCDOT is not aware of any tank enclosures.

QUESTION #47:

**Page 16, GENERAL**

Subsection 3 states that current Rest Area hours of operation are from 0700-2300 365/366 days per year. Rest Areas hours of operation are 24 hours per day, 365/366 days per year.

- a) Please clarify the required hours of operation (staffing).
- b) Please provide the required number of shifts
- c) Please provide the required number of janitorial personnel per site \_\_\_\_\_ per shift per day.
- d) How are the proposals going to be evaluated and scored/ranked without SCDOT providing specific staffing hours and shifts?
- e) The contract states that SCDOT doesn't have any preference on shift start and ending times. How are the bids going to be judges, evaluated and scored/ranked without SCDOT providing specific staffing hours.
- f) Please define "specified minimum coverage". If there is no preference for the contractor's staffing and shift start/end, what is the specified minimum coverage?

SCDOT RESPONSE TO QUESTION #47:

Regarding item a), refer to Section III: Scope, Subsection General, item #3 for specifications related to hours of operation;

Regarding items b), c), and f), a staffing plan defined in the contractor's proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor's knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract.

Regarding items d) and e), refer to Section VI: Award Criteria, Subsection Evaluation Factors for information on Evaluation Criteria.

QUESTION #48:

**Page 16, GENERAL**

Subsection 4 states that custodians shall receive breaks/mealtime in accordance with all applicable labor laws. Personnel requirements, page 17, subsection 6 states custodians shall be actively working and visible unless on break. Applicable state and federal labor laws referenced do not require employers to provide any break to employees working 8 hour shifts. Therefore any employee taking a break is not in compliance with federal or state labor laws and the contractor can be fined in accordance with the proposal. Please address this conflict in the specifications.

SCDOT REPSONSE TO QUESTION #48:

The Contractor shall adhere to applicable laws.

QUESTION #49:

**Page 16, GENERAL**

Subsection 5. Please provide additional information related to the anticipated incidents and number of additional hours that the contractors should use to base their bid pricing on, as there will be no additional payment made by SCDOT when the contractors are required to provide additional staffing.

**SCDOT RESPONSE TO QUESTION #49:**

Please see the amended requirement in Section III, General Requirements.

**QUESTION #50:**

**Page 16, GENERAL**

Subsection 7. SCDOT reserves the right to require additional staffing for emergency situations such as hurricane, winter storm, etc if they determine the need for additional staffing **beyond normal**. Please define what is “normal” and “beyond normal” staffing at the rest areas since SCDOT has not identified any staffing requirements.

**SCDOT RESPONSE TO QUESTION #50:**

Normal staffing will be defined as the specified staffing according to the contractors proposal during normal operational hours (7am to 11pm). Beyond normal staffing will be defined as additional staffing during normal operational hours, or staffing outside of normal operational hours (11pm to 7am).

**QUESTION #51:**

**Page 16, GENERAL**

Subsection 9. SCDOT requires the contractors to anticipate additional staffing requirements due to sporting events, concerts, holidays, peak tourist seasons, football games, etc, but there is no provision for payment for the additional hours, nor has the SCDOT provided any guidance, history, number of incidents or hours to anticipate. Additional staffing is currently needed at the majority of the facilities on an every weekend basis throughout the summer travel season (March through October) in addition to holidays, etc.. Who determines the need for additional staffing at each site location? Provide some sort of basis or anticipated number of hours on which to base the bid pricing.

**SCDOT RESPONSE TO QUESTION #51:**

A staffing plan defined in the contractor’s proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor’s knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract. At the contractor’s discretion and expense, supplemental staff can be added at any time to comply with contract requirements. A lack of staffing will not be considered a justification or excuse for Contractor non-compliance.

**QUESTION #52:**

**Page 17, GENERAL**

Subsection 12. Define what constitutes “more significant importance” as used in this provision.

**SCDOT RESPONSE TO QUESTION #52:**

Deficiencies of ‘more significant importance’ will be defined as deficiencies which may lead to non-compliance as listed in Table A, and/or deficiencies that may inhibit providing a clean, safe and operable facility.

**QUESTION #53:**

**Page 17, GENERAL**

Subsection 13. Please clarify when and why the custodial staff shall notify the Contracts Manager about “any repair and maintenance needs”. Repair technicians and supervisors currently find, identify and correct numerous repairs every single day. Define the established communications methods to be used. Define what is meant by “when applicable and as needed”.

## SCDOT RESPONSE TO QUESTION #53:

The SCDOT Director of Maintenance designated Contracts Manager shall be notified of repair and maintenance needs which are;

- Unable to be repaired immediately and will remain unresolved for more than 24 hours
- Will result in the closure of any portion of a facility
- Repair anticipated to be in excess of \$3,000

As part of the proposed project management, the contractor should include communication methods.

## QUESTION #54:

### **Page 17, PERSONNEL REQUIREMENTS**

Subsection 2. This section provides that “The decision to not staff a Rest Area is solely at the discretion of SCDOT and will be communicated to the contractor by the SCDOT Contract Manager. Clarify what is meant by “not staff a Rest Area fully”. How can this decision be at the sole discretion of the SCDOT, when the SCDOT failed to define any required staffing levels in the specifications beyond “appropriate number of staff”.

## SCDOT RESPONSE TO QUESTION #54:

A staffing plan defined in the contractor’s proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor’s knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract. A “not fully staffed” rest area will be defined as any reduction in staffing, compared to the accepted proposal.

## QUESTION #55:

### **Page 17, PERSONNEL REQUIREMENTS**

The RFP does not specify any staffing levels beyond “appropriate number of staff” and “designated point of contact, which is part of the “appropriate number of staff”.”. (sic) The rest areas are open 24 hours per day every day. The contract specifications do not require the bidders to staff the facilities at any specific times, shifts, hours, attendant numbers, number of workers per shift, supervisors, etc., beyond the hours of 0700-2300, 365. There is no specified staffing. There is no specified number of shifts, attendants, minimum staffing, maximum staffing, etc. What is meant by “fully staffed”? Who determines or defines what fully staffed is and how will this be enforced under the contract? Will “fully staffed” be the same for all facilities?

## SCDOT RESPONSE TO QUESTION #55:

A staffing plan defined in the contractor’s proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor’s knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract. Enforcement of the contract will be conducted through Table A: Non-Compliance Items.

## QUESTION #56:

### **Page 17, PERSONNEL REQUIREMENTS**

Subsection 3. Clarify the requirement(s) for designated point of contact. Paragraph 1 states that the contractor shall have a designated point of contact at each location and for each shift. Paragraph 3 also requires the contractor to have a designated point of contact as well as an alternate point of contact and that the SCDOT Contracts Manager must ALWAYS have a current on call schedule for each facility. Does this requirement mean that the SCDOT requires a separate designated point of contact on call in addition to point of contact referenced in paragraph 1? What is the SCDOT’s definition of the “current on call schedule for each facility”?

## SCDOT RESPONSE TO QUESTION #56:

All portions of the solicitation remain. A designated point of contact, as well as an alternate point of contact, who are available during all regularly staffed hours at each facility, are required to be up to date and submitted to SCDOT. A point of contact for on-call hours, not during regularly staffed hours, must also be supplied for each facility. The on-call contact may or may not be the same as the designated or alternate contact. The 'current on call schedule for each facility' is defined as the on-call contact list for each facility as scheduled by the contractor.

QUESTION #57:

**Page 17, PERSONNEL REQUIREMENTS**

Subsection 4. The requirement that all employees must be able to bend, squat, stretch, climb ladders, lift up to 50 pounds., and walk or stand for extended periods of time in order to be assigned to the contract appears to be a clear violation of the Federal Americans with Disabilities Act (ADA). This has nothing to do with qualifications, it has to do with physical abilities. Please clarify this requirement

SCDOT RESPONSE TO QUESTION #57:

This requirement has been amended. Please see Section III, PERSONNEL REQUIREMENTS, Item 4.

QUESTION #58:

**Page 18, PERSONNEL REQUIREMENTS**

Subsection 9. These employment requirements are overly strict and will significantly limit any potential contractors (sic) ability to adequately recruit employees. We hire hundreds of employees and carefully review criminal background. We eliminate all applicants with weapons charges, sexual related charges, minors, assaultive behavior, etc., however, MANY have old charges (drug, petty theft) from years back and have been infraction free for years and years. It is clearly in both the contractors and the SCOTDs best interest to carefully look at potential employees carefully, however, automatically eliminating potential staff due to old, minor low level crimes is overly restrictive. Please review and revise 9his (sic) requirement.

SCDOT RESPONSE TO QUESTION #58:

With the exception of the item amended as per Question # 57 above, requirements in Section III Scope, Personnel Requirements Subsection 9 will remain as published and are required for the agreement.

QUESTION #59:

**Page 18, Uniforms**

Subsection 2. Requiring uniforms with staff name within 1 week of employment is unrealistic and unobtainable unless name badges are used. Are name badges acceptable in lieu of employees names silk screened, embroidered, etc?

SCDOT RESPONSE TO QUESTION #59:

Section III Scope, Uniform Subsection states that the uniforms contain a company logo and staff name. It does not specify the process utilized to obtain the logo and staff name, therefore badges as a part of a uniform would be acceptable.

QUESTION #60:

**Page 19, Initial Deep Clean and Minor Repairs**

Provide the requirements of the required "deep clean" of each facility. Will the facilities be shut down in order to allow the the (sic) deep clean to be accomplished? If not, how should the deep clean be accomplished?

SCDOT RESPONSE TO QUESTION #60:

The requirements of the initial deep clean will include a completion of the ‘cleaning duties and schedule’ tasks included in the solicitation detailed at typical cleaning frequencies of;

- Every Two Hours
- Twice each 8 Hour Shift
- Once each 8 Hour Shift
- Daily
- Daily During Second Shift
- Weekly
- Twice Each Week
- Once a Month
- Once Each Quarter

The facility shall not be shut down for these tasks, however, some tasks will need to be completed during off-peak hours.

QUESTION #61:

**Page 19, Initial Deep Clean and Minor Repairs**

Minor repairs are defined as up to \$3,000.00 per repair. The contractor is going to be required to perform all identified minor repairs within 30 days of contract start. How will SCDOT compensate the contractor for completion of this work?

SCDOT RESPONSE TO QUESTION #61:

Per Section III: Scope, Subsection ‘Repairs’: Any repair less than \$3,000.00 is considered to be a Minor Repair. All Minor Repairs shall be the responsibility of the Contractor and are non-refundable by SCDOT.

QUESTION #62:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Why is SCDOT requiring contractors to dry window ledges, dispenser, partitions, bowls, faucets, etc with paper towels? This is not a generally accepted method of cleaning. Please review all requirements for the use of paper towels in the daily cleaning regimen.

SCDOT RESPONSE TO QUESTION #62:

Per Section III: Scope, Subsection ‘Cleaning Duties and Schedule;’ Clean bowls, faucets, soap dispensers, electric hand dryers, and waste receptacles. Wipe dry with paper towels and polish chrome and stainless steel.

QUESTION #63:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Why is the requirement to clean flush valves twice every 8 hours? The flush valves are concealed flush valves and this cleaning frequency is not necessary.

SCDOT RESPONSE TO QUESTION #63:

For concealed flush valves, clean exposed faceplate and other related exposed items every 8 hours.

QUESTION #64:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

The contract specifications requires the contractor to remove the wet floor signs promptly after mopping or scrubbing of floors is completed. This will lead to unsafe job site conditions and possible tort claims for the SCDOT as well as the contractor. Please delete/modify this requirement. Wet Floor caution signs are generally left in plain view at all times due to the potential for liquid spills, drips, etc from sinks, fountains and urinals.

**SCDOT RESPONSE TO QUESTION #64:**

The mopping task is not complete until floor is fully dry. As conditions require, wet floor signs may be utilized.

**QUESTION #65:**

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

“Rugs and mats must be vacuumed or swept. Twice each week Rugs and mats must be taken up, scrubbed and allowed to air dry.”. We are unable to locate any requirement to provide walk off mats in the specifications, although there should be a requirement for indoor and outdoor walk off mats. Please clarify.

**SCDOT RESPONSE TO QUESTION #65:**

Mats/rugs are not required, but may be used at the contractor’s discretion. If they are utilized, they shall be cleaned per the requirements of Section III: Scope, Subsection Cleaning Duties & Schedule.

**QUESTION #66:**

**Page 18, HANDLNG OF CLEANING TOOLS AND EQUIPMENT**

Subsection 4 states the requirement that a separate bucket and sponge/cloth be reserved for countertops and tabletops. “This bucket/sponge/cloth should never be used for any other purpose. Page 20, Once each 8 hour shift states that the “Table Use Only” bucket should be used to wash/clean drinking fountains. This is a direct conflict. Please clarify

**SCDOT RESPONSE TO QUESTION #66:**

The requirement is amended as follows:

Prepare a solution of detergent disinfectant in the bucket labeled "Table Use Only" "Drinking Fountain Use Only". Using a clean cloth or sponge, wash the drinking fountain, wipe dry with a paper towel and polish as needed.

**QUESTION #67:**

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Please refer to Question 15, Personnel Requirements. There is no requirement for a first, second or third shift in the specifications, but the cleaning frequencies shows a first shift and a second shift. How many shifts and how many hours per shift does SCOT want scheduled and bid for this scope of work?

**SCDOT RESPONSE TO QUESTION #67:**

A staffing plan defined in the contractor’s proposal will establish and specify the minimum staffing coverage for the term of the contract, including number of staff, shift lengths and times. The staffing plan shall be developed based on the contractor’s knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract. Shift definitions for work tasks are defined as;

- ‘First shift’ requirements shall be completed between 7am and 3pm
- ‘Second shift’ requirements shall be completed between 3pm and 11pm

**QUESTION #68:**

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Page 20-21 – Once each month at a minimum – “A detailed comprehensive cleaning of the entire interior of the building must be completed during off peak hours.” The hourly, twice per shift, daily, weekly, twice per week, etc cleaning frequencies are voluminous, unnecessary and these cleaning requirements and frequencies are on their own detailed and comprehensive. Please provide clarification to the requirement “detailed comprehensive cleaning” that SCDOT is requesting that is above and beyond that already specified.

**SCDOT RESPONSE TO QUESTION #68:**

The intention of this task is to ensure that the facilities remain in a clean and sanitary condition, regardless of whether the particular cleaning item is detailed out in a specific task list.

QUESTION #69:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Page 21. Once Each Quarter, at a minimum. Pest and Rodent control. Based on site conditions as well as knowledge of rest areas pest control needs a quarterly treatment frequency is not adequate to obtain the desired result stated in the specification. It is highly recommended that this be modified to a monthly treatment frequency.

**SCDOT RESPONSE TO QUESTION #69:**

The quarterly frequency for pest and rodent control is a minimum requirement. The contractor shall determine if increased frequency is needed.

QUESTION #70:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Clarify the requirement for treatment of “outside areas”. Licensed pest control professionals treat only within 5 feet of buildings by licensure for Structural Pest Control.

**SCDOT RESPONSE TO QUESTION #70:**

Outside areas are defined as areas which are included in this contract, yet not indoors. This may include but is not limited to; areas in and around picnic tables, in and around trash dumpsters and cans, parking lots and sidewalks. The rest area grounds contractor (separate contract) is responsible for managing pests on vegetation masses and mowable turf areas only.

QUESTION #71:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

The specification requires the successful bidder to be responsible for “flies, roaches, ants, wasps and hornets on Rest Area and Truck Parking Area grounds. SCDOT currently has grounds maintenance contractors that maintain the rest area grounds under separate contract. The grounds maintenance contractors are supposed to be responsible for treatment of the rest area grounds for the above cited pests. Large colonies of fire ants exist in the majority of the rest area sites and all TPA areas.

a) If the Rest Area and TPA Janitorial contractor is going to be responsible for the treatment of fire ants on the grounds please provide a site maps and a listing by facility of the square footage of grounds that the successful bidder will be responsible for.

b) There is a large cost factor involved in this work as well as additional pest applicator licensing required to treat ornamental and turf or right of way areas (cat 3,6,7a.). Please provide a specification to be followed showing the required treatment schedule for fire ant seasonal treatment in order to control this significant problem.

**SCDOT RESPONSE TO QUESTION #71:**

The grounds contractor is responsible for monitoring and controlling pests only on vegetation masses, ornamental, and mowable turf areas at rest areas. Mowing and vegetation control of truck parking areas are the responsibility of SCDOT, and are completed six times per year at minimum. The janitorial contractor shall be responsible for any preventative pest control of rest areas and truck parking areas once per quarter at minimum. This may include but is not limited to; rest area facility buildings, areas in and around picnic tables, in and around trash dumpsters and cans, parking lots and sidewalks.

QUESTION #72:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

The specification requires the successful contractor to be responsible for the same treatment stated above at the 7 TPA sites across the state. Who is responsible for the grounds maintenance at each of these sites? How often will these TPA sites receive grounds maintenance services and at what level. Site inspection of these sites shows severe neglect. The sites are totally overgrown, trees and limbs are down, grass is normally between 12"-36" high and large infestations of fire ants are present at all TPA sites. Additionally, due to the lack of grounds maintenance there are also snake issues as well as numerous other pests, wasps, hornets, bees, ticks, chiggers, etc. Due to the lack of grounds maintenance these areas are also unsafe to walk in and there have been injuries reported. If the R/A and TPA Janitorial contractor is to be made responsible for the pest control in these areas, please provide site maps and square footage of grounds areas at each TPA location as well as specifications for the treatment and prevention of said pests.

SCDOT RESPONSE TO QUESTION #72:

Mowing and vegetation control of truck parking areas are the responsibility of SCDOT or SCDOT contractors, are to be completed six times per year at minimum, and are outside the scope of this contract.

QUESTION #73:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Page 21, Twice per Year, at a minimum. "Mechanically Sweep the entire parking area".

- a) Please clarify this requirement.
- b) Will the contractor be required to bring in rotary or vacuum sweeping equipment?
- c) These areas stay full of trucks and vehicles 24/7/365. Will SCDOT close the facilities in order to allow mechanical sweeping of the parking areas.

SCDOT RESPONSE TO QUESTION #73:

Mechanical sweeping is defined as sweeping of the pavement surfaces utilizing mechanical means to perform the cleaning task as well as the capture of swept material. A contractor will be required to utilize sweeping equipment. Rest area and truck parking facilities shall not be closed for this operation, the operation shall occur during off-peak hours.

QUESTION #74:

**Page 19-22, CLEANING DUTIES AND SCHEDULE**

Pressure washing facilities. Provide site map by site showing location of existing hose bibs and yard hydrants in order to allow contractors to calculate the needs for water tanks and auxiliary water supply.

SCDOT RESPONSE TO QUESTION #74:

Per Section III Scope, "Site Visit" Paragraph, Prospective bidders shall fully acquaint themselves with conditions relating to the scope of this contract. Therefore, locations of the hose bib, hydrants and water sources can be assessed during this site visit.

Additional available information such as maps and drawings have been posted as separate documents, but should not be viewed as replacing the usefulness and accuracy of a site visit. Posted information may no longer be completely accurate as it is point in time information. There may not be consistency of information for all sites and some information may not be available for certain locations.

QUESTION #75:

**Page 21, TRUCK PARKING AREAS (TPA)**

- a. Provide rationale for requiring TPA 8 yard dumpsters to be emptied 3x/week. This level of service is not available at all TPA sites and is not necessary at all TPA sites.
- b. What is the expected or historical occurrence of the need to remove large items, tires, appliances, mattresses, pallets, furniture, etc?
- c. What repairs are required at the TPA areas? There are numerous fences down and signs down, etc. Please clarify the scope of repairs for TPAs.
- d. What is the contractor's responsibility for curbs and sidewalks at the TPA areas. The curbs, sidewalks and gutters are severely overgrown and dangerous.

SCDOT RESPONSE TO QUESTION #75:

The requirements of the solicitation regarding truck parking areas and the dumpsters are included in Section III: Scope, Subsection 'Truck Parking Areas (TPA). Large item removal is the responsibility of the current contractor and is not reported to SCDOT under the current contract. Maintenance of pavements, fences, and signs are not included in the scope and therefore are the responsibility of SCDOT. Mowing and vegetation control of truck parking areas are the responsibility of SCDOT, and are completed six times per year at minimum.

QUESTION #76:

**Page 23, REPAIRS**

Specification states that minor repairs are those costing less than \$3,000.00 per repair. Specification states that contractor will be responsible for pre-existing minor repairs within 30 days of contract start. Repair list shows litter containers and lids.

- a. Numerous litter containers and lids are in need of replacement and will be considered pre-existing minor repairs. Will SCDOT pay the contractor for this work along with 10% project management fee?
- b. Same question for picnic tables and benches.
- c. Are low mast lights defined as pole lights 15' high or less? If not, please provide a definition of low mast lights.

SCDOT RESPONSE TO QUESTION #76:

Per Section III: Scope, Subsection 'Repairs': Any repair less than \$3,000.00 is considered to be a Minor Repair. All Minor Repairs shall be the responsibility of the Contractor and are non-refundable by SCDOT.

Repairs in excess of \$3,000.00 each are considered major repairs and fall within the specifications for that type of repair.

Low mast lights are considered light poles with a primary purpose lighting the sidewalks and buildings, not light poles with a primary purpose of lighting the parking areas.

QUESTION #77:

**Page 23, REPAIRS**

Given the current need for repairs at many of these older facilities, 24 hour completion of repairs is impossible. Please remove this requirement. If not removed, please state all the reasons why the requirement is not removed.

## SCDOT RESPONSE TO QUESTION #77:

Initial repairs shall be made per Section III, Subsection 'Initial Deep Clean and Minor Repairs'

Post-initial repairs shall be made per Section III Scope, Subsection 'Repairs.'

The SCDOT Director of Maintenance designated Contracts Manager shall be notified of repair and maintenance needs which are;

- Unable to be repaired immediately and will remain unresolved for more than 24 hours
- Will result in the closure of any portion of a facility
- Repair anticipated to be in excess of \$3,000

## QUESTION #78:

### **Page 23, REPAIRS**

Specification tasks the successful contractor with "All damaged or clogged wastewater lines from the facility to the nearest lift station or within the facility limits". Many of these old facilities have damaged, broken, root clogged or sagging lateral lines which require constant repairs including hydrojetting. Due to budget constraints and planned rehabilitation of the facilities, SCDOT has chosen to not take appropriate repair action on these lines in the past. Is the successful contractor going to be tasked with the repair and replacement of these previously defective lines?

## SCDOT RESPONSE TO QUESTION #78:

All wastewater within the facility and all gravity service lines up to the nearest lift station or municipal tie in are the responsibility of the contractor and may require repairs as necessary to maintain a safe, clean and operable facility.

## QUESTION #79:

### **Page 23, REPAIRS**

Please provide a listing by site of the backflow prevention devices including the device diameter. Is SCDOT currently in full compliance with the state's backflow prevention laws and regulations? If not, does SCDOT intend to require the successful contractor to install backflow devices to bring SCDOT in compliance?

## SCDOT RESPONSE TO QUESTION #79:

Required backflow prevention testing per DHEC and local governing agencies is the responsibility of SCDOT. If requirements for a new device are added by governing agencies, these will be handled as a major repair.

## QUESTION #80:

### **Page 24, REPAIRS**

Page 24, Major Repairs. Please clarify the reimbursement clause.

- a. Why will SCDOT not pay for labor, rentals, subcontractors, equipment and supplies?
- b. How many subcontractor quotes will be required?
- c. When SCDOT requires additional quotes beyond 1 will they reimburse the successful contractor for the cost of quotes? Many companies will not provide estimates without a \$150.00-\$200.00 quote fee.
- d. What steps are the contractor to take when the major repair is an emergency?
- e. How many repairs in excess of \$3,000.00 have there been in the last 5 years?

## SCDOT RESPONSE TO QUESTION #80:

In response to item a) above, Section III: Scope, REPAIRS has been amended.

Regarding items b) and c): The contracts manager will determine the appropriate number of subcontractor quotes based on the scope of the repair. Potential subcontractor quote fees shall be communicated to the contracts manager for consideration prior to the request of the quote. Approved and appropriate quote fees may be billed to SCDOT for reimbursement as part of the major repair.

Regarding item d): Refer to Section III: Scope, Subsection 'Repairs' for steps taken in all major repairs.

Regarding item e): The number of work orders submitted for major repairs over \$3,000 in the last 5 years, not to include rehabilitation and special projects, is 18.

QUESTION #81:

**Page 23-24, REPAIRS**

Is the successful contractor required to have/obtain a SC General Contractors License?

SCDOT RESPONSE TO QUESTION #81:

The contractor is not required to have a SC General Contractors License.

QUESTION #82:

**Page 24, TEMPORARY CLOSURE, ADDITIONS, AND DELETIONS OF A FACILITY**

Subsection 1. Clarify this statement regarding notice. SCDOT will not be notifying the contractor of need for emergency closures. The contractor should be notifying the SCDOT of the need for temporary closure. If this assumption is incorrect, please clarify.

SCDOT RESPONSE TO QUESTION #82:

Section III: Scope, TEMPARARY CLOSURE, ADDITIONS, AND DELETIONS OF A FACILITY has been amended.

QUESTION #83:

**Page 24, TEMPORARY CLOSURE, ADDITIONS, AND DELETIONS OF A FACILITY**

Major Construction or repair work. It is our understanding that the SC legislature earmarked approximately \$40,000,000.00 for the major renovations, replacements and repairs of the 19 rest areas and this work will result in facilities being removed during the anticipated 5 years contract period. Please provide all information available regarding and related to this work, including the tentative schedule date(s) of this work by facility as well as the anticipated time period that each rest area will be closed and scope of work to be completed.

SCDOT RESPONSE TO QUESTION #83:

While funding has been appropriated for rest area upgrades, these renovations are still in the Planning stage. At this time, there are no scheduled closures or removals in the contract period. Information pertinent to this will be shared as soon as reasonably possible with any contract vendor.

QUESTION #84:

**Page 24, TEMPORARY CLOSURE, ADDITIONS, AND DELETIONS OF A FACILITY**

Are any facilities planned or anticipated for addition to this contract?

SCDOT RESPONSE TO QUESTION #84:

At this time there are no plans for additional locations to be added to the contract. However, that could change during the total contract period. The addition of any site would be subject to a formal change order process.

QUESTION #85:

**EMPLOYEE SAFETY AND TRAINING**

- a. How are staff members supposed to be trained prior to starting. Many times in this industry there is no luxury to hire an employee and then wait to start them to work. If a contractor is training an employee, then they are being paid and have been started.
- b. Please provide the Roadside rest area rules and regulations.
- c. Please clarify what constitutes Guest Service Training and where the training source is available.

**SCDOT RESPONSE TO QUESTION #85:**

The STAFF TRAINING specifications have been amended in Section III.

Regarding Item c. in Submitted Question #85, Guest Services Training includes basic knowledge of customer service related to rest area operations.

QUESTION #86:

**Page 25, EMPLOYEE SAFETY AND TRAINING**

- 3.i. Please provide additional information related to the annual roadside emergency and safety training and drills.
  - a. How many manhours per site per year are required for the staff's participation in the drill?
  - b. Are there any other needs for the drills that the contractors need to be aware of?

**SCDOT RESPONSE TO QUESTION #86:**

The intention of this is to ensure contractor employees are regularly refreshed on emergency and safety measures which they may encounter while on site at rest area and truck parking facilities. It is the sole responsibility of the contractor to determine and perform the training necessary to cover relevant topics per facility type and location. There are no specified man hour requirements.

QUESTION #87:

**Page 27, INVOICING**

If the SCDOT does not require any set or specific shifts, staffing, staffing hours, etc (sic), then why is the contractor required to provide a listing of custodians per day and per shift and pay rates? Please explain.

**SCDOT RESPONSE TO QUESTION #87:**

Section III, INVOICING, Item 6 has been amended as follows:

6. Breakdown listing of the custodians on duty each day by shift with accurate hours ~~and pay rate~~ for regular work hours.

QUESTION #88:

**Page 28, PERFORMANCE DEDUCTIONS**

According to the specifications there is a \$500.00 deduction **EACH TIME THERE IS A NO CALL/NO SHOW**. In this industry and in this work force No Call/No Shows are a regular occurrence. At least 20% + of the employees hired never show up for an interview or first day of work, especially since COVID. Deducting \$500.00 PER OCCURRENCE will do nothing but un-necessarily drive up the cost of the bids. Please remove this Non Compliance Penalty. If not removed, state all the reasons why this requirement is not removed.

**SCDOT RESPONSE TO QUESTION #88:**

The intention of this non-compliance penalty is to ensure that facilities are staffed to maintain a clean, operable, safe and sanitary facility at all times. The Contractor shall notify the Director of Maintenance designated Contracts Manager of any staffing issues immediately, with their plan to remedy the situation. The contracts manager will review each specific situation along with the contractors plan to remedy the issue, to determine authorization of the occurrence or the application of the non-compliance fee.

QUESTION #89:

**Page 28, PERFORMANCE DEDUCTIONS**

“Failure to provide reports. \$250.00 deduction per Occurrence. Please provide a list of the reports referenced and the requirements for each.

**SCDOT RESPONSE TO QUESTION #89:**

Please refer to Section III: Scope. Subsection ‘Reporting’.

Each Contractor shall provide a list of reports within their proposal which they feel best fill the need for tracking and reporting their performance and which are aligned with their Technical Proposal. Failure to provide those identified reports which were identified by the Contractor within their evaluated proposal will result in the non-compliance fee. Please refer to Section III: Scope, Reporting.

QUESTION #90:

**Page 28, PERFORMANCE DEDUCTIONS**

Page 29, CATEGORY B, item 1. “Contractor fails to perform the work with sufficient workers.” This may lead to TERMINATION of the contract. SCDOT has no requirements for staffing beyond provide enough staffing to complete the tasks and someone on duty from 0700-2300, 365. This deduction clause is overly vague. Please provide a quantifiable and definite schedule for staffing of the contract in order to measure sufficient staffing.

**SCDOT RESPONSE TO QUESTION #90:**

A staffing plan defined in the contractor’s proposal will establish and specify the minimum staffing coverage for the term of the contract. The staffing plan shall be developed based on the contractor’s knowledge and experience of this type of operation, and must provide adequate staff to adhere to the full scope and requirements of the contract.

QUESTION #91:

**Page 29, PERFORMANCE DEDUCTIONS**

B “Contractor, for any other cause whatsoever, fails to carry on the work in an acceptable manner will result in a \$1,000.00 fine and/or termination of the contract. This clause appears overly vague, open ended, open to multiple interpretations and actions. This clause gives the SCDOT the power to penalize the contractor or terminate the contract for literally anything whatsoever. Please consider removal of this overly vague penalty. If not removed, please clarify what is meant by “failure to carry on the work in an acceptable manner.”

**SCDOT RESPONSE TO QUESTION #91:**

Please refer to the Answer to Question #29, above.

QUESTION #92:

**Page 29, SCDOT RESPONSIBILITIES**

Subsection 2. SCDOT is responsible for parking lot, sidewalk repairs.

- a. There appear to be numerous trip and fall hazards throughout the facilities. Please confirm that SCDOT is responsible for cure/repair of these areas.
- b. Please provide the bidders with the expected response time for SCDOT to address and correct these hazards.
- c. Please clarify who is responsible for marking or identifying these hazardous trip and fall areas.

#### **SCDOT RESPONSE TO QUESTION #92:**

Refer to Section III: Scope, Subsection “SCDOT Responsibilities”.

To supplement SCDOT internal inspections, the contractor shall report any safety concerns related to SCDOT responsibilities to SCDOT to the contracts manager, immediately, as they become aware of them.

#### **QUESTION #93:**

##### **EVALUATION FACTORS – PROPOSALS – COST**

Cost Proposal is shown as being worth a maximum of 25 points in the evaluation and scoring of proposals. A review of the cost proposal requirements shows nothing needed beyond completion and submission of the Section VIII Bidding Schedule. Due to the significant lack of direction and government provided data (staffing requirements, required minimum mandatory wages, utilization data, repair cost data, etc as well as the tremendously increased scope of work and broad sweeping all inclusive requirements for repairs the pricing is going to vary widely. A company that bids the contract in order to actually be able to pay the employees the wages required to attract and retain employees, provide the necessary vehicle and equipment assets, comply with the specifications, perform all of the work in the RFP and cover the contingencies for SCDOT Non-Compliance deductions (Table A) will clearly not be the lowest priced bidder. In light of this fact, How will the SCDOT evaluate and award/apply the 25 point numerical scoring of cost proposals?

#### **SCDOT RESPONSE TO QUESTION #93:**

The cost proposals will be scored in the following manner:

All cost proposals will be evaluated for price reasonableness by the Procurement Officer.

All cost proposals which are deemed to be price reasonable will be evaluated within the context of their corresponding Technical Proposals and will then be ranked by the evaluators in terms of most advantageous to the state to least advantageous to the state. It is anticipated that they may be substantial variances across various proposals and the pricing evaluation must consider the proposal content and approach in the evaluation. Once the ranking is completed, appropriate points will be assigned.

#### **QUESTION #94:**

##### **TECHNICAL PROPOSAL**

Would SCDOT consider adding Table of Contents to those pages not counted in the 35 page limit?

#### **SCDOT RESPONSE TO QUESTION #94:**

A Table of Contents may be added to proposals, and via this amendment is added to the list of items which will not count toward the 35 page limit.

The following pages are a reissuance of the solicitation document, minus the Cover Page, Page Two, and the Table of Contents, which has been provided to each of understanding of amended sections as referenced in the Question and Answers section of this Amendment #1.

Amended information is found, but not limited to:

- Section I: Scope of Solicitation
- Section III: Scope of Work/Specifications
- Section IV: Information for Offerors to Submit

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES**

The South Carolina Department of Transportation (SCDOT) is seeking proposals for janitorial services, building systems maintenance, and ongoing repairs for both interior and exterior of Rest Area (RA) and Truck Parking Area (TPA) complexes. Specifications and requirements are set forth in Section III of this document. Services delivered shall conform to the specifications herein.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)**

Start date: **11/16/2023** **12/22/2023** End date: **11/15/2028** **12/21/2028** Dates provided are estimates only. The initial term of the contract will be for ~~one (1) year~~ two (2) years with ~~four (4)~~ three (3) additional one-year renewals, for a total potential contract period of five (5) years. 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".

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

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

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

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://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 in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

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

## **BID ACCEPTANCE PERIOD (JAN 2004)**

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

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

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

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used

in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

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

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

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

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

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

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

[02-2A040-2]

### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (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 (MODIFIED)**

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

Questions related to this clause can be forwarded to [vendorsupport@mmo.sc.gov](mailto:vendorsupport@mmo.sc.gov)

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONFIRMATION OF BID

Pursuant to R.19-445-2085, when the responsible Procurement Officer knows or has reason to conclude that a mistake may have been made after opening an offer, the Procurement Officer may elect to communicate with you for the purpose of confirming the bid. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. This communication will be documented and included with the offer. If the bidder asserts a mistake, the bid may be corrected or withdrawn only if allowed by regulation (e.g., R.19-445.2085A and B and R.19-445.2095I(2)(d)).

### CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **09/13/2023 10:30:00**

Location of Pre-Bid/Proposal Conference: **This conference will be held in person at our HQ location and via Teleconference. Dial-In: 1-800-753-1965 Access Code: 7236783. Please preregister with the Procurement Officer by 4:00 PM, Sept 12, 2023.**

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

This solicitation includes a NON-Mandatory pre-proposal conference. While attendance is not required, Offerors are strongly encouraged to call-in and participate. A main purpose of the pre-proposal is to identify items that are in error, unclear, unduly restrictive, and to validate market research.

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

### CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-2]

### ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

- (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](http://www.procurement.sc.gov) under the heading

“Doing Business with Us” and then “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.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/> . Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

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

## **PROTEST - CPO - MMO ADDRESS (MODIFIED)**

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

(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us).

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

### III. SCOPE OF WORK/SPECIFICATIONS

**Scope of Services** - The South Carolina Department of Transportation (SCDOT) is seeking bids for the janitorial services, building systems maintenance and repairs for both interior and exterior of Rest Area (RA) and Truck Parking Area (TPA) Complexes.

**Site Visit** - Prospective bidders shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work as stated within this contract. There are significant differences between Rest Area facilities. It is highly recommended, but not required, that bidders visit each Rest Area and Truck Parking Area prior to submitting a proposal for this work. The failure or omission of a proposed bidder to acquaint themselves with the existing conditions shall in no way relieve them of any obligation with respect to this contract.

#### REST AREA COMPLEXES

FACILITY	INTERSTATE	DIRECTION	MILE POST
Anderson NB	I-85	North	17
Anderson SB	I-85	South	23
Laurens	I-385	Median	5
Newberry EB	I-26	East	63
Newberry WB	I-26	West	63
Calhoun EB	I-26	East	122
Calhoun WB	I-26	West	122
Chester NB	I-77	North	65
Chester SB	I-77	South	65
Kershaw EB	I-20	East	93
Kershaw WB	I-20	West	93
Sumter NB	I-95	North	135
Sumter SB	I-95	South	135
Colleton NB	I-95	North	47
Colleton SB	I-95	South	47
Charleston EB	I-26	East	202
Orangeburg EB	I-26	East	152
Orangeburg WB	I-26	West	150
Orangeburg NB	I-95	North	98

#### TRUCK PARKING AREA COMPLEXES

FACILITY	INTERSTATE	DIRECTION	MILE POST
Aiken EB	I-20	East	21
Aiken WB	I-20	West	21
Darlington EB	I-20	East	49-130
Darlington WB	I-20	West	49-130
Dorchester SB	I-95	South	73
Jasper NB	I-95	North	18
Jasper SB	I-95	South	18

#### PROJECT SPECIFIC DEFINITIONS

- **Safe:** A condition free of hazards and not having a potential for personal injury or harm.
- **Clean:** Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
- **Operable:** Capable of being used as originally intended.

- **Spot Clean:** Selective cleaning of identified areas based on conditions of the moment and brought up to standard as identified under “Clean” above.
- **Sanitary:** Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with disinfectants, or disposal of wastes.
- **Scrub:** The use of brushes, sponges, or mops with soap and clean water or other approved cleaning materials to produce a clean surface.
- **SCDOT Contract Manager:** Designated SCDOT Director of Maintenance office employee who is responsible for the management and administration of the contract. Serves as the SCDOT primary point of contact.

## GENERAL

The intent of this contract is to provide janitorial services at nineteen (19) Rest Area Complexes and seven (7) Truck Parking Areas located in the State of South Carolina.

1. The Rest Area Complexes are to be maintained in a safe, attractive, clean, sanitary, and operable manner at all times. The Rest Area Complex is defined as all structures and components located within the boundary of the property line currently managed by SCDOT.
2. All equipment, materials, supplies, and consumables required to perform this Contract shall be provided by the Contractor unless otherwise stated in this contract. Examples of these items include, but are not limited to: equipment, material, cleaning supplies, consumables (toilet tissue, hand soap, paper towels, etc.)
3. Currently the Rest Area's hours of operation are from 7:00 AM-11:00 PM, 365 days per year – including all holidays. The SCDOT does not have a preference on shift start and end times as long as there is specified minimum coverage at each location during the Rest Area's hours of operation.
4. Custodians will receive breaks/mealtime in accordance with all applicable labor laws. Adequate arrangements must be made to maintain coverage when custodians take their breaks and at mealtimes.
5. ~~During the term of this contract, the hours of operation at the different Rest Area locations may vary depending on the needs and/or circumstances. Such circumstances may include, but are not limited to, interstate closures, peak tourist seasons which require extended hours of operations, emergency site closures or emergency extended hours of operations. Notwithstanding variations in the hours of operations, the pay rates shall remain as expressed in your price proposal.~~
6. Services will be provided in strict compliance with the terms, specifications, conditions, and provisions contained within this Request for Proposal (RFP).
7. At the request of SCDOT, the Contractor shall provide additional custodian(s) for emergency situations (hurricane, winter storms, etc.) that SCDOT determines there is a need for additional staffing (beyond normal) at the rest area(s). The Contractor must maintain an emergency staffing plan and be prepared to respond to an emergency as quickly as possible. SCDOT reserves the right to request additional custodial personnel to be in place in as little as twenty-four (24) hours in an emergency situation. These agreed upon additional custodian hours will be paid at the rate bid by the Contractor for “Additional Custodian Hours (Emergency)”.
8. Contractor must immediately answer the telephone when called or return the call within half an hour of message being left by SCDOT representative. If physical presence at the Rest Area is required, the Contractor must have a representative who has full authority to act on behalf of the Contractor on all contract matters on site within four (4) hours.
9. Increased travel on and around special events (sporting events, concerts, etc.) and holidays may require additional custodians due to increased visitor volumes. The Contractor must forecast and develop an appropriate staffing plan to maintain a high level of service throughout the anticipated increased rest area volume time period associated with these events. All associated costs shall be included in the proposal.
10. The Contractor must have in place a policy and procedures manual for each Rest Area along with a plan to disseminate the manual to all employees working on this contract. The manual must contain the contractor's standard

operating procedures, employee policies, checklists, diagrams, standards, phone numbers, and training schedules and programs.

11. SCDOT may conduct unscheduled inspections at any time. Inspections will be documented noting conditions and compliance with contract provisions and quality of workmanship. Problems/issues identified during inspections will be communicated to the contractor via email and must be resolved/corrected within 24 hours.
12. For problems or deficiencies of more significant importance or of a continual nature, a time period of compliance must be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon will constitute cause for termination of the services and/or withholding of payment.
13. The Custodial staff must notify the SCDOT Contracts Manager about any repair and maintenance needs using established communication methods when applicable and as needed.
14. For complaints received by SCDOT, the contractor will be notified and must resolve the issue and respond to the SCDOT Contracts Manager in writing within three business days. SCDOT will respond back to the complainant for all complaints received by SCDOT.
15. The Contractor shall place a sign in a conspicuous place stating that "***These facilities are maintained by [Name, Address, and Phone Number of Contractor]***". Signs shall be approved by SCDOT Contracts Manager prior to installation. Signs must be installed thirty (30) days after contract award date at each facility. For complaints received by the Contractor, the contractor shall resolve the issue and respond to the complainant within three business days. All complaints and resolutions should be tracked by the contractor and reported to the SCDOT Contracts Manager monthly.
16. Contractor must not allow any unauthorized personnel to perform work (children, family members, friends, etc.).
17. Contractor must not allow employees to have any personal visitors (children, family members, friends, etc.).
18. The Contractor should always look for ways of improving service, efficiencies, etc. They must also work well with other Contractors who may be present at the Rest Areas. Any problems between the Contractor and other Contractors must be reported immediately to SCDOT Contracts Manager.

## PERSONNEL REQUIREMENTS

1. The Contractor must provide a designated point of contact at each location and for each shift. The Contractor must provide the appropriate number of staff to adequately and successfully perform the duties outlined in this RFP. Where a facility restroom cannot be divided both physically and visually for cleaning at the Rest Area (ex. Sumter NB and Sumter SB), the Contractor shall provide at least one (1) male and one (1) female per facility each shift (the female custodian shall clean the women's restroom and the male shall clean the men's restroom). The Contractor's designated point of contact will be part of the "appropriate number of staff" for each facility.
2. The decision to not staff a Rest Area fully is solely at the discretion of SCDOT and will be communicated to the contractor by the SCDOT Contract Manager.
3. The designated point of contact will be responsible for the performance of the work specified in this contract. The name of this person and an alternate(s) who will act for the designated point of contact when the designated point of contact is absent must be communicated in writing to the SCDOT Contracts Manager. The Contractor's designated point of contact or alternate must have full authority to act on behalf of the Contractor on all contract matters relating to daily operation of this contract. The Contractor's designated point of contact and alternate(s) must be able to read, write, speak, and understand English. A designated point of contact or an appointed alternate must always be on-call (365 days per year/24 hours per day/7 days per week) and available in case of emergencies. The SCDOT Contracts Manager must ALWAYS have a current on-call schedule for each facility.
4. The Contractor shall employ personnel qualified and capable to perform janitorial work (physically and otherwise). ~~Custodial employees must be able to bend, squat, stretch, climb ladders, lift up to 50 lbs., and walk or stand for extended periods of time in order to perform the duties of the position in a proper and skillful manner. Any persons who are unable to meet the above requirements may not be assigned to this contract. SCDOT, at its sole discretion, may ask the Contractor to remove a person not able to meet these requirements and replace them~~

with someone who is adequately qualified. The contractor shall employ personnel capable of performing job duties to satisfy all requirements of the solicitation herein.

5. Personnel providing services must be legally permitted to work in the United States and shall be able to adequately understand and speak the English language.
6. Custodians providing services must be actively working and visibly present during their shift, except while on break.
7. Contractor personnel's conduct reflects upon the State of South Carolina. The Contractor must remove any employee for any violations of the law or conduct unbecoming from the jobsite. The removal from the job site of such a person will not relieve the Contractor of the requirement to provide sufficient personnel to perform the duties of this contract. Persons removed for aforementioned reasons will not be permitted to return to work on this contract.
8. All employees assigned to this contract will need to pass a SC Law Enforcement Division (SLED) check and a National Background check BEFORE reporting to work. Copies of the background checks must be sent to the SCDOT Contracts Manager before employee reports to work.
9. The Contractor shall not consider for assignment to this contract any employee who has been convicted of homicide, any assault levels, any sex related crimes, any crimes involving minors, drug charges, illegal gaming (games of chance/gambling), or theft of any kind. SCDOT reserves the right to accept or reject any individual being considered for assignment.
10. If the Contractor becomes aware of any current employees charged with any of the above crimes while employed at an SCDOT site, the Contractor will immediately notify the SCDOT Contracts Manager of the circumstances and SCDOT has the right to request removal of the employee from the contract.

## **UNIFORMS**

1. In the spirit of presenting a positive image to our state's public and visitors, the contractor (and their subcontractors) shall require all employees to wear distinctive uniform clothing with the contractor's name for ready identification. All uniforms will be provided at the expense of the Contractor and must be approved by SCDOT.
2. The Contractor shall provide each employee with a uniform. The uniforms must provide a professional appearance and contain company logo and staff name. Contractor personnel must be in uniform at all times during contract performance.
3. Every employee is to be in uniform as soon as possible, but no later than one week from the date an employee first enters on duty.
4. Uniforms shall be appropriately fitting, clean, and neat in appearance and well maintained (free of visible dirt, stains, tears, rips, fraying, missing buttons etc., and shall be worn presentably – i.e., shirts always tucked into trousers). If the uniforms show excessive wear, they must be replaced within two (2) weeks.
5. Employees must be neatly groomed and presentable (hair worn neatly and presentably, clean, and free of odors and dirt and stains, manicured with clean clothes and shoes, etc.).

## **HANDLING OF CLEANING TOOLS AND EQUIPMENT**

All equipment, materials, supplies, and consumables required to perform this Contract shall be provided by the Contractor unless otherwise stated in this contract

1. Mops, buckets, brooms, and other cleaning tools and equipment are to be properly cleaned, rinsed, wrung, and stored after each use.
2. Mop water must be properly disposed of after every cleaning. The water may not be disposed of on the ground near buildings nor in landscaped beds.
3. Mop water must be changed after each cleaning.
4. A separate bucket and sponge/cloth shall be reserved for countertops and tabletops. This bucket/sponge/cloth should never be used for any other purpose.

5. A separate bucket and sponge/cloth shall be used for toilets. This bucket/sponge/cloth should never be used for any other purpose.
6. All buckets shall be labeled to ensure they are used only for their designated purpose.
7. Mops shall be replaced frequently as needed to prevent odor, mildew, bacteria and other unsanitary conditions in the mop.

## **INITIAL DEEP CLEAN AND MINOR REPAIRS**

The Contractor must perform an initial deep clean of each facility at the beginning of this contract, which must be complete within seven (7) days from the contract start date. This initial deep clean is required in order to establish a baseline level of cleanliness that can be efficiently maintained through the routine cleaning cycles outlined below.

The Contractor will coordinate with the SCDOT Contracts Manager to schedule a joint initial inspection of each facility within fifteen (15) days of the start contract. This inspection will serve as the official documentation of all needed minor repairs. The contractor must make all identified minor repairs (as defined herein) to each facility at within thirty (30) days of this initial inspection.

## **CLEANING DUTIES AND SCHEDULE**

Cleaning maintenance duties must be performed in accordance with the following schedule in order to maintain clean and safe facilities at all times. Duties may be added, deleted, or altered as necessary or upon request of SCDOT.

- Every two (2) hours, at a minimum

The following must be performed in the restroom and lobby areas in order to maintain the areas clean and sanitary. Additional attention must be provided to these areas when needed.

- Pick up all litter – inside and outside the perimeter of the building
- Clean top and bottom of toilet seat and top rim of toilet bowl
- Clean sinks and faucets
- Refill toilet tissue and soap dispensers
- Clean mirrors
- Clean door windows, making sure to wipe off windowsills
- Spot clean spattered walls and partitions
- Sweep floors, being certain to clean thoroughly along edges and in corners
- Disinfect door handles/knobs

- Twice each eight-hour shift, at a minimum

- Damp wipe all window edges, dispenser, partitions, and other trim, then wipe dry with a paper towel. During this operation, remove any drawings and writing (graffiti) from walls, partitions, doors, and other areas.
- Whenever possible, pour cleaning solution into each toilet and urinal and let stand before cleaning.
- Clean bowls, faucets, soap dispensers, electric hand dryers, and waste receptacles. Wipe dry with paper towels and polish chrome and stainless steel.
- Scrub inside of toilet bowls and urinals. Scrub flush holes under rim and passage or trap of toilets and urinals where stains and deposits normally build up as a result of mineral deposits and body wastes. Flush after bowl has been cleaned.
- Clean chrome piping and flush valves. Wash outside of bowls all the way to the floor.
- Clean mirrors.
- Wet mop floors. "Wet Floor" precautionary signs must be placed whenever scrubbing or mopping the floors and removed promptly after work is completed.
- Inspect all trash/waste containers within the building and on the grounds.
- As required, all filled plastic liners must be removed, tied and stored in designated areas, and replaced with a new liner of the correct size. The collected bags must be disposed of into the large dumpsters immediately following the completion of the associated shift collection activity.
- When emptying the trash/waste containers, all litter on the floor or ground surrounding the container must be picked up.

- All portable trash/waste containers, both indoor and outdoor, must be kept clean by washing them with a detergent disinfectant solution as needed.
- Stainless steel containers in the rest rooms must be washed and polished during the routine cleaning operation at least daily. Trash/waste containers damaged throughout the course of this contract will be replaced by the same style containers.
- Once each eight-hour shift, at a minimum
  - Completely clean all ground level windows inside and out at least once a day, and as needed. All other windows must be cleaned at least once every two weeks and when detailed cleaning is done. Aluminum frames must always be washed at the same time.
  - Ashtrays will be emptied into a separate fireproof container and washed with a damp cloth or sponge and rinsed in a detergent disinfectant solution and then dried with a cloth or paper towel.
  - Sand in the urns will be sifted to remove cigarette butts, matches, etc.
  - Sand will be replaced whenever it presents a soiled appearance.
  - Urns will be washed and dried in the same manner as ashtrays.
  - Rugs and mats must be vacuumed or swept.
  - Prepare a solution of detergent disinfectant in the bucket labeled "Table Use Only" "Drinking Fountain Use Only". Using a clean cloth or sponge, wash the drinking fountain, wipe dry with a paper towel and polish as needed.
  - Any outdoor fountains must be cleaned at this time, in the same manner.
  - Dust all flat surfaces. Dust literature holders, lamps, and shades.
  - Spot clean smudges and marks from all walls, doors, counters, etc.
  - Remove grease, gum, cigarettes from walkways and floors.
  - Completely clean all picnic areas.
- Daily during the first shift, at a minimum
  - Dust walls, ceiling, and overhead light fixtures.
  - Wash, rinse, and polish hardware.
  - Clean the outdoor tables and table pads (in season). Concrete table pads must be swept, and the tables washed with a detergent disinfectant solution. A clean cloth or sponge and the bucket labeled "Table Use Only" must be used when cleaning tables.
  - Pick up all litter over grounds, including the parking areas and ramps.
  - Sweep all sidewalks and steps, making certain to remove all litter accumulated in joints.
  - Sweep gutters along the curb of the parking area.
- Daily during the second shift, at a minimum
  - Clean all exposed piping, supports and straps beneath wash basins and other fixtures.
  - Dust walls and ceilings.
  - Clean walls and partitions.
- Weekly
  - Wash walls (other than brick), using same procedure as in rest rooms. Clean walls and partitions with a detergent disinfectant solution. Follow by polishing with a stainless-steel cleaner, where applicable.
  - Vacuum vents on heating and air conditioning units, wash exterior of unit with detergent disinfectant solution, and wipe dry with a paper towel.
  - Louvers and vents of all exhaust and ventilating units must be vacuumed and washed more often than weekly if needed.
- Twice each week (or as directed during the off-peak hours)
  - Remove all grime and dirt from the floor with an electric scrubber-buffer.
  - Rugs and mats must be taken up, scrubbed, and allowed to air dry.

- Once each month, at a minimum
  - A detailed, comprehensive cleaning of the entire interior of the building must be completed during off-peak hours.
  - Filters on heating units and air conditioners must be cleaned during the seasons they are in use. Remove filters, and vacuum or wash, or replace depending on type.
- Once each quarter, at a minimum
  - The outside of the building must be swept down and cleaned, being careful to remove all cobwebs, nests, etc., from under the eaves.
  - Contractor will provide a licensed professional to provide quarterly pest and rodent control in and around the rest room facility, and outside areas. The Contractor shall obtain a copy of all applicators pesticide licensing and provide that to the SCDOT Contracts Manager. Treatment will also be required to control flies, roaches, ants, wasps, and hornets on Rest Area and Truck Parking Area grounds. The Contractor shall spray and remove wasp and hornet nests as soon as discovered. A SDS sheet for each insecticide used onsite shall be available at the facility at all times.
- Twice per year, at a minimum
  - Mechanically sweep the entire parking area, once in the spring and once in the fall.
  - The Contractor shall monitor all surfaces of site furnishings for wear, discoloration, chipping, and rust. The Contractor shall supply equipment, materials, and labor to pressure wash sidewalks, non-painted picnic tables, benches, slabs, and picnic structures twice a year at all facilities. Water supply (hose bibs) may not be convenient to all areas that require pressure washing. The Contractor shall consider these scenarios and make plans to supply water in order to complete this task.
- Miscellaneous
  - Care of janitorial spaces (office/storage/breakroom/etc.) should be the same as the care given in the rest rooms and other spaces in the Rest Area.
  - Where permanent instructional information is required for janitorial staff, it should be posted in the janitorial spaces.
  - No handmade signs will be placed anywhere in the building or outside unless an emergency should arise.
  - All doors to the janitorial spaces, supplies/storage, and/or utility room must be kept locked when unattended. During lunch periods and break times the door should be kept closed.
  - Cleaning of Drainage Grates: As necessary, drainage grates must be cleaned of any obstructions that might hinder the flow of run-off from the parking areas.
  - Care of litter cans must be frequent enough to maintain odor free containers.

## TRUCK PARKING AREAS (TPA)

The Contractor is responsible for the maintenance and care of seven (7) Truck Parking Areas located across the state. Each Truck Parking Area should be litter free at all times. The Contractor's responsibilities shall include, but not be limited to:

- Provide at least one 8 CY dumpster at each site. Dumpsters will be emptied at a minimum three (3) times weekly.
- Emptying each trash container daily (7 days/week), replacing the plastic trash bags in each container and disposing of trash bags into the dumpster.
- Removing all litter from the grounds daily (7 days/week) and disposing of litter into the dumpster or appropriate landfill. The Contractor is responsible for any associated fees.
- Removing large items (tires, furniture, appliances, etc.) that may deposited onsite and properly disposing of these items.
- Washing each trash container interior. Care of litter cans must be frequent enough to maintain odor free containers.

- Replacing severely damaged trash containers and/or lids (i.e. 48-gal. stone aggregate, metal, etc.) with the same make trash container or higher quality.
- Spraying insecticides around trash bins when necessary.

## **PROHIBITED**

1. Prohibited items:
  - No flammable liquids, acids or corrosives will be stored in any occupied building.
  - No steel wool, sandpaper or other highly abrasive material shall be used in cleaning.
  - Blood Borne Pathogens Response Kits must be properly stored and located to be available in case of emergencies and accidents.
  - Bags of trash are to be disposed of immediately and not left on sidewalks or in grassy areas.
  - Use of bleach is prohibited.
  - No feeding animals on site.
2. Contractor employees are prohibited from the following:
  - Theft, abuse, or the intentional destruction or defacing of property
  - Tobacco use outside the designated areas
  - Discourteous or abusive conduct toward members of the public or staff
  - Fighting, in any form
  - Gambling, in any form
  - Racial, religious, sexist, or ethnic slurs or remarks
  - Possessing or being under the influence of a controlled substance or intoxicating substance
  - Possession or the use of a firearm or other dangerous weapon
  - Parking in areas not designated for parking

## **SAFETY REQUIREMENTS**

1. ANSI-107 compliant safety vests to be worn while working near the highway during daytime and nighttime hours.
2. Warning signs are to be used during cleaning maintenance, or in any other situation, to mark areas that may become slippery or pose a safety hazard to patrons in the area. Warning signs must be removed promptly when work in the area is completed and any unsafe conditions no longer exist.
3. The Contractor must comply with all State and Federal rules and regulations, and to OSHA safety requirements.
4. The Contractor must inspect fire extinguishers according to OSHA safety requirements.
5. During winter weather events, the Contractor shall remove snow and ice from walkways and apply sand/deicing materials as necessary to prevent unsafe conditions.

## **WASTE/TRASH REMOVAL**

Contractor must remove trash from restroom and the entire facility grounds and dispose of into the large dumpsters immediately following the completion of the associated collection activity. Trash must not be left in carts for any period beyond the completion of the associated collection activity.

The Contractor shall be required to remove and dispose of all garbage, trash, litter, debris, etc., from the facility and grounds as necessary. The Contractor shall have sufficient dumpster(s) or refuse container(s) placed in a designated area of the Rest Area grounds. The dumpster(s) or refuse container(s) shall be emptied at a minimum three times a week or as frequently as necessary to prevent overflow and/or unsanitary conditions. The Contractor is responsible for all dumpster service fees and

any associated solid waste fees. SCDOT counties are responsible for solid waste fees, etc. The Contractor shall be prepared to have trash picked up more frequently during weekends, state observed holidays, or special events.

## EMERGENCIES

1. The Contractor must have a designated point of contact available (on-call) to perform emergency work 24-hours a day, 365 days per year. On-call person MUST answer the telephone or return SCDOT's phone call as soon as possible but no later than 30 minutes after the message was left.
2. In the event that there is a situation requiring the closing of a Rest Area (power failure, weather-related occurrences, etc.) or extending hours of a Rest Area, the Contractor will be informed by the SCDOT Contracts Manager.
3. The Contractor must be prepared to respond to any onsite emergency situations (vandalism, plumbing, utility, etc.) at a facility. The Contractor must respond to an emergency situation as quickly as possible, but no later than within four (4) hours. Should the Contractor not respond to the emergency request within four (4) hours, the state shall have the right to retain the services of another contractor to perform the work, with appropriate deductions to be applied as needed from the contractor.
4. The Contractor must immediately notify the appropriate South Carolina emergency services of any incidents of vandalism, violence, excessive loitering, criminal activity, other suspicious behavior and violations of SCDOT regulations against overnight parking, solicitations, etc. A copy of the Incident Report must be given to onsite SCDOT personnel within 24 hours when emergency personnel are contacted. The Contractor must submit a report to SCDOT personnel within 24 hours of any incident including: calls to emergency/law enforcement personnel or any unusual activity or occurrence (accident, vandalism, injury, fighting, excessive loitering, etc.).

## REPAIRS

The Contractor shall be responsible for repairing or furnishing and replacing items that have been vandalized, stolen, or worn beyond repair. In addition to this, the Contractor is responsible for furnishing and maintaining an adequate, appropriate inventory of tools and spare parts onsite to complete routine maintenance and minor repairs. Any repair less than \$3,000.00 is considered to be a Minor Repair. All Minor Repairs shall be the responsibility of the Contractor and are non-refundable by SCDOT. Repairs may not be aggregated or split to meet the dollar limits. If the Contractor fails to perform a repair under \$3,000.00 in a timely manner as defined by the SCDOT Contracts Manager according to the repair's complexity or necessity, they shall be subject to the notice of non-compliance as noted in Table A for failure to perform the work in accordance with the contract requirements and standards set forth by SCDOT. The SCDOT may perform the repair and reduce future invoices by the cost of the repair.

The following examples of minor repairs/maintenance should be done as soon as possible, but must be completed within twenty-four (24) hours of discovery. For all instances where this twenty-four (24) hour completion will not be met, the Contractor must advise, provide justification for extended timeframe, and an estimated repair schedule to the SCDOT Contracts Manager. The Contractor's responsibilities shall include, but not be limited to:

- Urinals, toilets, sinks, stall partitions and doors, exhaust fans, picnic tables and benches, litter containers and lids
- All light bulbs (including low-mast outside, ballast, and light fixture covers which are burned out, damaged, or missing). SCDOT will be responsible for the hi-mast parking lot lights.
- All defective or damaged soap dispensers
- All missing or damaged hardware for toilet partitions and stall doors
- All missing or damaged electrical switch plates and receptacle covers
- All leaking or defective faucets both inside and outside the building
- All damaged or missing flush valves and minor plumbing repairs
- All defective or inoperable odor control devices
- Leaking seals on toilets or urinals

- All damaged or clogged wastewater lines from the facility to the nearest lift station or within facility limits.
- All potable water lines on the SCDOT side of utility supply meter (excluding irrigation). This includes annual backflow prevention device testing where required.
- Door opening/closing equipment and minor door repairs.
- Repair and/or furnish and replace damaged or inoperable hand dryers.
- Repair and replace damaged interior and exterior water fountains.
- All missing or damaged restroom ID signs.
- All missing or damaged mirrors.
- All damaged or inoperable handicap assistance bells.

Any repair in excess of \$3,000 is considered to be a Major Repair. The Contractor must immediately notify the SCDOT Contract Manager of repairs that are estimated to exceed \$3,000. For all Major Repairs that are determined to be feasible and necessary, SCDOT reserves the right to either:

- Direct and authorize the Contractor to facilitate the repair. Once completed, the actual cost of materials, labor, rental equipment, and other relevant costs shall be billed to SCDOT for reimbursement. The contractor may add a project management fee equal to 10% of the total approved repair.
- Coordinate an in-house repair with SCDOT resources
- Coordinate another contractor/vendor to facilitate repair

Major Repairs facilitated by the Contractor require a written quote for materials and labor. If sub-contractors or equipment rentals are required, the Contractor shall solicit quotes from competent local contractors. Quotes will be provided to the SCDOT Contracts Manager for approval before the project begins. All invoicing for the month shall be submitted to SCDOT with the monthly report.

## **REPAIR COMPLIANCE**

All repairs to Rest Area and Truck Parking Area facilities will be made in compliance with the latest SCDOT Standard Specifications for Highway Construction. Special attention is called to § 108.5, Character of Workers, Methods and Equipment [https://www.scdot.org/business/pdf/2007\\_full\\_specbook.pdf#page=135](https://www.scdot.org/business/pdf/2007_full_specbook.pdf#page=135)

## **TEMPORARY CLOSURE, ADDITIONS, AND DELETIONS OF A FACILITY**

1. ~~SCDOT is responsible for notifying the Contractor, as soon as possible, of any temporary closures of a complex for minor repairs, outages and onsite emergency situations.~~
2. ~~SCDOT may authorize temporary closure of a complex for major construction or repair work. SCDOT shall notify the Contractor in writing thirty (30) days prior to the planned closure date. The Contractor shall provide a plan for the suspension of services and reduction of invoices for any closed facility to the SCDOT Contracts Manager within this thirty (30) day period.~~
3. ~~As major construction or repair work nears completion, SCDOT will notify the Contractor in writing thirty (30) days prior to the planned reopening date. The Contractor may submit a formal request to SCDOT for any adjustment to monthly pricing to meet the needs of the new facilities, if necessary, for review by the SCDOT Procurement Officer. The SCDOT Procurement Officer reserves the right to audit the proposed costs and to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive. The Contractor shall resume services on the facility reopening date.~~
4. ~~In the event of a permanent addition of a facility, the SCDOT shall provide building details and cleaning requirements and the Contractor shall provide an all inclusive monthly lump sum for the building. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted~~

officially via a contract Change Order or Change Directive. The Contractor shall begin services on the facility opening date.

5. In the event of a permanent removal/closure of a facility, SCDOT shall notify the Contractor in writing within thirty (30) days of the closure date. Contractor may submit a formal request to SCDOT for any adjustment to monthly pricing due to the removal. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive.

### TEMPORARY CLOSURE OF A FACILITY

Temporary closures of rest area or truck parking area facilities may be required for various reasons throughout this contract period. A temporary closure is defined as a closure of a facility for 30 days or less. Temporary closures shall be authorized or initiated by SCDOT. Temporary closures which are initiated or authorized by SCDOT will not require adjustments to monthly invoicing.

1. SCDOT may initiate temporary closure of a facility for any reason, at any time. In this case, SCDOT will communicate the closure to the Contractor as soon as possible.
2. The Contractor may request temporary closure of a facility for purposes of onsite emergencies or repairs. In this case, the Contractor shall communicate the request to SCDOT for authorization.

### LONG TERM CLOSURE OF A FACILITY

Long term closures of rest area or truck parking area facilities may be required for various reasons throughout this contract period. A long term closure is defined as a closure of a facility for more than thirty (30) days. SCDOT will initiate these closure as necessary, giving the Contractor a minimum of thirty (30) days' notice. The Contractor shall submit a formal plan to SCDOT with adjustments to monthly pricing due to the removal of services within fifteen (15) days of the notification. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive. The Contractor will be provided a re-opening day within thirty (30) days of the planned re-opening date. The Contractor shall resume normal services and invoicing on the facility re-opening date.

### ADDITION OF A FACILITY

Facilities may be permanently added to this contract. In the event of a permanent addition of a facility, the SCDOT shall provide building details, cleaning requirements, and other pertinent details for the janitorial services at the facility a minimum of sixty (60) days in advance if the opening. The Contractor shall submit a formal work proposal and an all-inclusive monthly lump sum for the facility services within fifteen (15) days of the notification. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive. The Contractor shall begin services on the facility opening date.

### DELETIONS OF A FACILITY

Facilities may be permanently removed from this contract. In the event of a permanent removal/closure of a facility, SCDOT shall notify the Contractor in writing within sixty (60) days of the closure date. The Contractor shall submit a formal plan to SCDOT with adjustments to monthly pricing due to the removal of services within fifteen (15) days of the notification. The SCDOT Procurement Officer reserves the right to negotiate these requests prior to approval/denial. Approval will be noted officially via a contract Change Order or Change Directive.

### **EMPLOYEE SAFETY AND TRAINING**

1. Employee safety is the responsibility of the-Contractor, who shall make every effort to ensure the safety of his employees during the fulfillment of contract responsibilities. All equipment, products and materials must be handled and operated safely per manufacturer recommendations and in accordance with all applicable codes, laws, ordinances, regulations, and hazardous communication standards.

2. Contractor is wholly responsible for the training of new and existing staff is critical and, and such training must include all training required by OSHA, DHEC and all local, state and federal codes and laws (to include blood borne pathogens) and general orientation on the conduct, and attitude on and toward job assignments. This includes, but is not limited to the following activities that are strictly prohibited and may result in immediate removal from this contract:

- Insubordination
- Engaging in illegal activity
- Fighting
- Inappropriate language
- Inappropriate interaction with a guest
- Displaying a weapon
- Accepting payment, tips, or gratuities from the public
- Being impaired by alcohol, drugs, or medication
- Promoting any specific service station, towing service, garage, motel, restaurant, or other commercial enterprise.
- Aggressive or intimidating behavior toward a guest, coworker, or supervisor
- Sexual harassment

The Contractor must provide written certification to the SCDOT Contracts Manager that all training has been conducted and repeated as law requires with current and new employees. Training documentation must be included with the monthly invoice documentation. Staff assigned to contract must complete required training prior to starting.

3. All personnel shall be trained within ten (10) days of their hire date and before starting work start date at any of the Rest Areas facility within this agreement, in each of the following areas:

a. General orientation on conduct, and attitude on and toward job assignments. This includes, but is not limited to the following activities that are strictly prohibited and may result in automatic removal from this contract:

- Sleeping
- Insubordination
- Engaging in illegal activity
- Fighting
- Inappropriate language
- Inappropriately interacting with a guest
- Displaying a weapon
- Accepting payment, tips, or gratuities from the public
- Being impaired by alcohol, drugs, or medication
- Promoting any specific service station, towing service, garage, motel, restaurant, etc. or other commercial enterprise
- Aggressive or intimidating behavior toward a guest, coworker, or supervisor
- Sexual harassment

b. United States daily flag placement and removal

c. Proper use of fire extinguishers

d. Proper use of all Contractor supplied equipment

e. Proper use of personal protective equipment

f. Roadside rest area rules and regulations Proper Procedures when working around moving traffic

g. Guest services training

h. Procedures for identifying and reporting problems or repairs

i. Emergency procedures

- The on-site Contractor's staff shall participate in the onsite annual emergency and safety training and drills.

- Contract employees must not attempt to detain persons appearing to be intoxicated or intent on malicious vandalism or abuse of the area. Contract staff shall contact law enforcement immediately and provide as much information as possible.
- j. Contractor is required to train all employees on Center for Disease Control (CDC) and South Carolina Department of Environmental Control (SCDHEC) guidelines and regulations regarding COVID-19, its variants, and other identified public health and safety concerns.

## **THE UNITED STATES OF AMERICA FLAG (where applicable)**

The Contractor is responsible for daily flag placement and removal. The Contractor will review appropriate handling of flags with custodial staff as a part of their initial training and as needed.

1. Flag care shall be handled with respect and in accordance with the US Flag Codes. The Contractor will review appropriate handling of flags with custodial staff as part of their initial training and as needed. The Contractor is responsible for daily flag placement and removal. The Contractor is responsible for replacement and disposal of flags according to Code.
2. The Contractor will follow the universal custom to display flags daily only from sunrise to sunset. The flags shall be flown only when the weather is fair, except when an all -weathered flag is displayed and the weather is not damaging (such as heavy rainy days, hurricanes, tornadoes, and high winds). All- weather flags are to be flown continuously when weather is foggy, misty, cloudy, or overcast. If the flags are caught in the rain, hang them up out of the public's view somewhere in the storage room overnight for drying. Do not fold a damp flag. The flag of the United States is flown on the left pole (looking toward the building) and the South Carolina flag on the right pole, no other flag shall be flown above or should be larger than United States flag. The flag should always be flown right side up. The flag of the United States should be hoisted first and lowered last. The flag should be raised briskly and lowered slowly and ceremoniously. The flags should be handled in such a manner so they are not touching the ground, the floor or water.
3. When flags are damaged by fraying or discolored, it must be retired. The Contractor will deliver the tattered flag(s) to a local organization such as The Veterans of Foreign Wars, American Legion, Boy Scouts of America, Girl Scouts of America, and the military or other organizations that conduct dignified flag retirement ceremonies.
4. Half -Staff: The United States flag, when flown at half-staff, shall be hoisted to the peak for an instant and then lowered to the half-staff position. The flag shall be raised again to the peak before it is lowered for the day. The South Carolina State flag, when flown at half-staff, shall follow the same guidelines. A half-staff honor flag display is done only by the order of the U.S. President or by the governor of any state, territory, or jurisdiction. No one else has the authority to order the United States flag lowered. The SCDOT Contracts Manager will communicate to the Contractor the Half-staff Flag Observance telling when and how long to lower flags.

## **LOST AND FOUND**

All misplaced/lost items found at the Rest Area Site(s) shall be reported to the SCDOT Contracts Manager or other designated SCDOT Representative. Items shall be kept in a secure location until either the owner or SCDOT Contracts Manager retrieves the items. Each item shall be tagged showing date and place found, description of item, and signature of finder. This information and a picture of the item shall be sent to SCDOT.

## **REPORTING**

1. The Contractor shall establish and maintain a Quality Assurance/Control Plan for this contract that includes daily, weekly, monthly reports, inspections, logs, etc. as necessary documentation for the management of each facility. SCDOT reserves the right to change or provide new forms or reporting requirements, as deemed appropriate and necessary, over the life of the contract. Contractor may provide input regarding forms and content for SCDOT consideration.
2. The contractor's records of all reports, inspections, logs, etc. shall be retained and available for audit for one year beyond the termination date of the contract. SCDOT reserves the right to audit any and all documents

3. The Contractor shall deliver to SCDOT Contracts Manager on the first business day of the week a written report of the status of each facility. Report should include items or events of a significant, non-emergency, nature.
4. The Contractor shall deliver to SCDOT Contracts Manager on the first business day of the week a detailed written report of the status of all contractor led major repair efforts.

## **ADDITIONAL GENERAL SPECIFICATIONS**

1. All restrooms at each site must be open at all times from 7am-11pm with only the following exceptions: family assistance restrooms, cleaning, and repairs. During the hours the facilities are not staffed, at least one Men's and one Women's restrooms must remain open.
2. The Contractor is responsible for all damages to the Rest Area Complex or equipment resulting from the Contractor's, or subcontractor's performance, carelessness, or neglect of cleaning, repair or replacement. SCDOT is not responsible for lost or stolen tools or equipment. Any damages must be reported on the Incident Report.
3. Any vehicle parked for more than two hours, parked with the engine running, or in a location not used for parking, should be checked by the Contractor to determine whether passengers may be in need of assistance. Issues should be reported to supervisor or appropriate South Carolina law enforcement.
4. The Contractor shall make note of any person(s) either excessively loitering (more than 2 hours) or camping in/around the Rest Area, or Truck Parking Area. Upon notice of these person(s), Contractor personnel will notify local law enforcement or SCDPS for each recurring event and document appropriately in an Incident Report.

## **INVOICING**

Invoices will be submitted monthly no later than the 10<sup>th</sup> calendar day of the month following service dates for services completed satisfactorily. Invoice accuracy is imperative and must be verified by the Contractor prior to submission to SCDOT. Invoice errors and discrepancies will cause payment delay. SCDOT will not accept invoices for work greater than 90 days old. Each invoice submitted to SCDOT must include:

1. Solicitation number, contract number, purchase order number
2. Rest Area Complex name and address
3. Contractor name, remit to address, telephone number for billing questions, SC Vendor number
4. Dates of service (include month, day, year)
5. Training updates
6. Breakdown listing of the custodians on duty each day by shift with accurate hours ~~and pay rate~~ for regular work hours.
7. If "Additional Custodian Hours (Emergency)" are worked with prior authorization from the SCDOT Contracts Manager, those additional hours worked must be documented clearly and invoiced at the contract rate. Documentation must include at a minimum: location, employee name, dates and hours worked.
8. Major Repairs (greater than \$3,000) facilitated by the Contractor shall be invoiced separately from routine monthly invoices and shall include all necessary information required for SCDOT approval and processing.

SCDOT reserves the right to request additional invoice documentation/data at any time during the contract. SCDOT may withhold payment for work not performed, unsatisfactory work, or tasks in non-compliance.

## **PERFORMANCE DEDUCTIONS**

### **Timely Performance/Non-Compliance**

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract because the health, safety and convenience of the public are the essence of the service. Timely performance under this contract is required. The SCDOT Representative determines that the Contractor has failed to comply with work required under the terms of the contract as written in the specifications. Non-Compliance items are divided into two categories as follows:

- **CATEGORY A** – These items of non-compliance may result in deductions against the Contractor.
- **CATEGORY B** – These items of Non-Compliance may result in deductions against the Contractor AND the Contractor may be subject to contract termination

**Multiple instances of non-compliance (Category A or B) may result in the Contractor being subject to contract termination.**

### **Deductions**

Each non-compliance item assessed will be deducted from the Contractor's invoice for payment

- The SCDOT Representative will report Non-Compliances and non-refundable deductions assessed to the Contractor using the Non-Compliance Notice provided in the Appendix (Table A), by email within three (3) business days of Non-Compliance identification.
- The Contractor shall reply to the SCDOT Representative's Non-Compliance email within two business days of receipt. The Contractor must dispute or correct Non-Compliances in writing within three (3) business days of receipt of notification of assessment.
- If no agreement can be attained between the SCDOT Representative and the Contractor, then the SCDOT Representative shall submit the issue to the Director of Maintenance who will serve as the point of resolution for the case.

**TABLE A:**  
**NON-COMPLIANCE ITEMS**

<b>Category</b>	<b>Violations</b>	<b>Unit of Measure</b>	<b>Deduction Amount</b>
A	Each unsecured door	Each	\$100
A	Unauthorized visitors performing contract activities	Per Occurrence	\$250
A	Failure to supply background check before reporting to work	Per employee	\$100
A	Failure to respond to an emergency as outlined in the RFP	Per Occurrence	\$500
A	Failure of contractor's employees to wear proper uniform	Each	\$100
A	Unauthorized absent designated point of contact or any other member of the custodial team (a no call/no show)	Per Occurrence	\$500
A	Failure to provide reports	Each	\$250
A	Failure to provide safe environment (ex. wet floor sign not properly displayed)	Per Occurrence	\$250
A	Failure to correct documented deficiencies	Per Occurrence	\$500
B	Contractor fails to perform the work with sufficient workers	Per Occurrence	\$1000
B	Contractor fails to perform the work in accordance with the contract requirements and standards as set forth by SCDOT	Per Occurrence	\$500 <u>1,000</u>
B	Contractor discontinues the prosecution of the work	Per Day, Per Facility	\$1000
B	<del>Contractor, for any other cause whatsoever, fails to carry on the work in an acceptable manner.</del>	<del>Per Occurrence</del>	\$1000

#### **SCDOT RESPONSIBILITIES**

1. SCDOT shall pay for electrical service, water, and sewer.
2. SCDOT is responsible for basic landscaping, maintenance, roadway/parking lot repair and marking, and sidewalk repair.
3. SCDOT is responsible for conducting frequent, unscheduled inspections and maintaining a log noting conditions and compliance with contract provisions and quality of workmanship.
4. SCDOT is responsible for snow and ice removal from roads and parking areas.

#### **FIRST AID**

1. The SCDOT does not provide any first aid training as part of this contract and first aid should not be administered to a guest by a Contractor employee.

2. If a guest is injured or in need of medical attention while on Rest Area grounds, the Contractor employee should ask the guest if they would like the employee to call 911 for them.
3. If the guest is unable to speak for themselves and a family member is accompanying the guest, the employee should inquire with the family member.
4. If the guest is unable to speak for themselves and no family members are present, the employee should call 911 immediately.
5. If a guest asks for paper towels after receiving a small abrasion or cut, an employee may provide a small stack of paper towels for the guest to self-administer.
6. Any further action, and resulting consequences, taken by a Contractor employee to administer first aid to a guest, other than what is stated in this policy, is the responsibility of the employee.

#### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:  
[03-3030-1]

#### **DELIVERY DATE -- PURCHASE ORDER (MODIFIED)**

All items shall be delivered as per instructions within the purchase order.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

1. Cover page and Page Two of this solicitation document
2. Technical Proposal (outlined below)
3. Cost/Pricing Proposal which is comprised of Section VII-Bidding Schedule
4. Minority Participation questionnaire from Section IV of this document
5. Attachment C: Certification of No SCOT Commission Interest

### PROPOSAL SUBMISSION

The proposal shall be divided into a Technical Proposal and a Cost Proposal.

The submittal shall also include a Contractor's cover page, which shall include the name and number of the RFP, company name, address and phone number of the respondent as well as the name, email address and phone number of the person to contact if there are questions about the proposal.

Additionally, the proposal shall include a Table of Contents. The Table of Contents should itemize the contents of your proposal by section, subsection, and include page numbers for facilitation of the evaluators reading the proposal.

Submittals should be no more than 35 pages, print size should be 12-point font minimum, on 8½ by 11 paper, (one page printed on both sides counts as TWO pages). Supporting documentation, such as promotional literature, will be considered as part of the page limit. **The following are the only items/pages that will not count as part of your 35-page limit:**

- The Cover Page and Page Two of this solicitation document
- Table of Contents
- Dividers
- Insurance Information
- Cost Sheet/Bidding Schedule
- Minority Participation Questionnaire
- Attachment C

**Proposals that exceed the 35 page limit may be viewed as non-responsive.**

### TECHNICAL PROPOSAL:

**NOTE: It is essential that Offerors follow the format and instructions as stated below.** At a minimum, Offerors should state each item and respond directly below the item.

The Offeror must cross-reference its Technical proposal with each requirement listed in Section III. Scope of Work/Specifications of this RFP.

Your offer should include enough detail to demonstrate an understanding of each requirement and the scope of the project. The proposals should be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find requirements specifically addressed in the RFP. Failure to provide information required by this RFP may result in rejection of the proposal due to non-responsiveness.

## **(I) EXECUTIVE SUMMARY**

The Executive Summary should be written in non-technical language to summarize the Contractor's understanding of the scope of work and to demonstrate their overall capabilities and approaches for accomplishing the services requested by this RFP.

## **(II) WORK OVERVIEW**

Submit a response that addresses each component listed in Section III. Scope of Work, using (as applicable) the same major section subject headings, subheadings, letters and/or numbers.

## **(III) PROJECT MANAGEMENT AND PLANNING**

The Offeror shall include in this section of its proposal details of the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The Offeror's proposal shall identify key personnel as well as all staff proposed to meet the requirements of the RFP. Provide details of their intended project management approach and project control methods, including quality assurance/control. These should clearly explain how the Offeror proposes to manage the project, control activities, report progress and how the account will be staffed. List the names of staff to be assigned to this project with a description of their role and responsibilities, their qualifications, and experience working in the custodial and facility maintenance space.

## **(IV) QUALIFICATIONS AND EXPERIENCE**

The Offeror's qualifications, experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size of scope.

- A. *Provide a brief outline of your company and services offered*
- B. *Provide SCDOT your customer list of all previous projects/contracts of similar size and scope as described in this solicitation for a minimum of three (3) years, with the following information:*
  1. Contact name:
  2. Job Title:
  3. Governmental Entity or Business:
  4. Address:
  5. Phone Number:
  6. Current e-mail Address:
  7. Brief summary/description of project to include (in order):
    - Size
    - Scope
    - Start date
    - Completion date (if applicable)
    - Status
    - Outcome
- C. *Number of employees who will be assigned to work on this contract at each location*
- D. *Describe what offeror has done to promote excellence and distinguish itself from competition (awards, honors or publications from an outside party highlighting any achievements, special quality assurance standards or methods)*
- E. *Provide an overview of offeror's resource management practices, including:*
  1. How and from where offeror recruits employees
  2. Offeror's current employee turnover rate and approach to staff retention
  3. Offeror's employee training requirements
  4. The process by which offeror replaces a custodial staff member who resigns, is terminated, or asks/is asked to leave the project

## **COST/PRICE PROPOSAL**

**See Section VIII. Bidding Schedule/Price-Business Proposal – must be submitted separately from the technical proposal**

[04-4005-1]

### **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]

### **INFORMATION FOR OFFERS TO SUBMIT – SPECIAL**

You shall submit a completed ATTACHMENT C – Certification of no SCDOT Commissioner Interest.

### **MINORITY PARTICIPATION (DEC 2015)**

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

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

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

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

[04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

**If and when requested by the procurement officer**, 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 CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### AWARD TO ONE OFFEROR (JAN 2006)

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

### COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

### DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Evaluation Criteria	Solicitation Section(s) Used for Evaluation	Maximum Points
Technical Proposal	(I) Executive Summary (II) Technical Proposal (III) Project Management and Planning	40
Background and Qualifications	(IV) Qualifications and Experience (offeror's relevant background and qualifications as they pertain to the proposed work)	35
Cost	Price Proposal (total price for all products/services as outlined in this solicitation and any other costs involved to complete Offeror's proposed solution based on scope of work)	25
<b>Total Possible Points</b>		<b>100 Points</b>

[06-6065-1]

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

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

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

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

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

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

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

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

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

[07-7A020-1]

## **DISPUTES (JAN 2006)**

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

## **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 (FEB 2021)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

#### **TAXES (JAN 2006)**

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

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

#### **WAIVER (JAN 2006)**

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

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

### **CHANGES (JAN 2006)**

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

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

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

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

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

[07-7B025-1]

### **COMPLIANCE WITH 2 CFR 200.216**

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- kHytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

### **COMPLIANCE WITH LAWS (JAN 2006)**

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

### **CONFERENCE -- PRE-PERFORMANCE (JAN 2006)**

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

**The pre-performance conference will be scheduled by the SCUDOT Director of Maintenance Office after award, but**

**prior to performance.**

[07-7B040-1]

## **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](http://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, cancellation, 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]

### **LABOR AND MATERIAL PAYMENT BOND REQUIRED - SPECIAL**

As a condition of the execution of the contract, the contractor shall supply a labor and material payment bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms:

Payment to all entities, individuals, and the like furnishing of labor or materials in connection with this contract.

In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled. The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law.

The contractor shall establish the security not later than ten (10) days after execution of the contract, and failure to satisfy this requirement will void the contract. Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor. The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State.

## **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]

## **PERFORMANCE BOND REQUIRED**

As a condition of the execution of the contract, the contractor shall supply a performance bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms:

The successful execution of the final implementation plan, including satisfactorily meeting the performance or test requirements on the dates specified in the final implementation plan and the acceptance requirements and/or Full and satisfactory performance of the ongoing obligations contained in this RFP, any amendments and any subsequent contract between the State and the contractor.

In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for substituted services or other forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled. The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law. **The contractor shall establish the security not later than ten (10) days after execution of the contract**, and failure to satisfy this requirement will void the contract. Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor. The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State.

## **PRICE ADJUSTMENTS (JAN 2006)**

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

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

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably

available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

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

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

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

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

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

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

### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 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 120 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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

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

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

You shall enter a bid for each of the line items listed as a part of the bidding schedule below. A failure to enter pricing for all items will result in your proposal being found non-responsive, and your proposal shall be rejected.

Please submit the Bidding Schedule as a separately labelled document, entitled "Price Proposal".

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	60	Months		

**Item Description:** ANDERSON NB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	60	Months		

**Item Description:** ANDERSON SB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	60	Months		

**Item Description:** LAURENS Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	60	Months		

**Item Description:** NEWBERRY EB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	60	Months		

**Item Description:** NEWBERRY WB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	60	Months		

**Item Description:** CALHOUN EB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0007</b>	60	Months		
<b>Item Description:</b> CALHOUN WB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0008</b>	60	Months		
<b>Item Description:</b> CHESTER NB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0009</b>	60	Months		
<b>Item Description:</b> CHESTER SB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0010</b>	60	Months		
<b>Item Description:</b> KERSHAW EB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0011</b>	60	Months		
<b>Item Description:</b> KERSHAW WB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0012</b>	60	Months		
<b>Item Description:</b> SUMTER NB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0013</b>	60	Months		
<b>Item Description:</b> SUMTER SB Rest Area Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0014</b>	60	Months		

**Item Description:** COLLETON NB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0015</b>	60	Months		

**Item Description:** COLLETON SB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0016</b>	60	Months		

**Item Description:** CHARLESON EB Rest Area Custodial Service

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0017</b>	60	Months		

**Item Description:** ORANGEBURG NB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0018</b>	60	Months		

**Item Description:** ORANGEBURG EB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0019</b>	60	Months		

**Item Description:** ORANGEBURG WB Rest Area Custodial Services

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0020</b>	60	Months		

**Item Description:** AIKEN EB Truck Parking Custodial Service

**Tendering Text:** Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0021</b>	60	Months		
<b>Item Description:</b> AIKEN WB Truck Parking Custodial Service				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0022</b>	60	Months		
<b>Item Description:</b> DARLINGTON EB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0023</b>	60	Months		
<b>Item Description:</b> DARLINGTON WB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0024</b>	60	Months		
<b>Item Description:</b> DORCHESTER SB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0025</b>	60	Months		
<b>Item Description:</b> JASPER NB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0026</b>	60	Months		
<b>Item Description:</b> JASPER SB Truck Parking Custodial Services				
<b>Tendering Text:</b> Please enter your best monthly price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
<b>0027</b>	3,200	Hours		
<b>Item Description:</b> Additional Hours (Emergency)				
<b>Tendering Text:</b> Please enter your best price <u>per hour</u> as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity.				

## **IX. ATTACHMENTS TO SOLICITATION**

**ATTACHMENT A: IMPORTANT TAX NOTICE NONRESIDENTS ONLY**

**ATTACHMENT B: OFFEROR'S CHECKLIST**

**ATTACHMENT C: CERTIFICATION OF NO SCDOT COMMISSIONER INTEREST**

**ATTACHEMNT D: CLAIMS PROCESS SPECIAL PROVISIONS**

## ATTACHMENT A

### 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.

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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.

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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: [dor.sc.gov](http://dor.sc.gov)

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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](http://dor.sc.gov)

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

[09-9005-5]

## OFFEROR'S CHECKLIST

### AVOID COMMON BID/PROPOSAL MISTAKES

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

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

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, not against this checklist.

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

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**ATTACHMENT C**

**CERTIFICATION**

**NO SCDOT COMMISSIONER INTEREST OR**  
**RECENT SCDOT EMPLOYEE INTEREST**

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
  - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member's term of appointment and for one year after the termination of the appointment.
  - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member's term of appointment and for one year after the termination of the appointment.
2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

**CONTRACTOR/CONSULTANT**

By : \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

## **ATTACHMENT D**

**The following provisions are incorporated into the agreement through the inclusion of this ATTACHMENT D:**

**5.0 CLAIMS PROCESS SPECIAL PROVISION**

**5.01 Contractor's responsibility for the Work and for Utility Property and Services**

Section 107.21 and 107.22 of the SCDOT Standard Specifications for Highway Construction, 2007, shall apply.

**5.02 Contractor Responsibility for Claims**

**5.02.1** Contractor shall take charge and custody of the work. Contractor shall conduct all operations to protect adjoining property, the traveling public, residents near the Project, workers engaged in or on the Work, and other persons and entities, while they are engaged in duties connected with the Work. This responsibility also extends to the protection of public and private property (both real and personal) under all circumstances. Contractor shall cause all subcontractors and suppliers to conduct their operations with the same level of care and concern.

**5.02.2** Indemnify, hold harmless and defend the State, the Department, the County, municipal government (City, Town, or other incorporated area), where the Work is performed and all of their officers, agents, and employees from all suits, actions or claims of any character, kind or description brought for or on account of any injuries or damages received or sustained by any person, persons, or property, in whole or in part, arising out of, relating to, resulting from or are in any manner connected with the performance of the work, Contractor's operations, or work supervised by the Contractor or any subcontractor or sub-subcontractor on the Project; or because of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment, and supplies furnished for use in and about the work under the Contract; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, or decree.

**5.02.3** This indemnity obligation is binding on Contractor and intended to apply even if the State, the Department, the County, municipal government and their officers, agents, and employees are negligent and in part responsible for the injuries or damages. This indemnity obligation is not intended to apply if the State, the Department, the County, municipality government, and their officers, agents and employees are solely responsible for the injuries or damages.

**5.02.4** The Contractor defense and indemnity obligation shall extend to claims arising after the work is completed and accepted if the claims are directly related to alleged acts or omissions by the contractor, subcontractor, supplier or sub-subcontractor that occurred during the course of the work. Any inspection of the work by the State is not a waiver of full compliance with these requirements.

**5.03 Claims Process**

**5.03.1** The SCDOT Claims Office will be responsible for receiving and processing claims resulting from activities performed by the Contractor. If the Contractor is approached by a third party claimant, the Contractor shall direct the claimant to contact the Claims Office to file a claim. The claim form and required documents can be found at:

<https://www.scdot.org/travel/travel-DamageClaims.aspx>

**5.03.2** The Claims Office will obtain all required documents from the claimant. Once a complete claim package is obtained, the claim information will be sent to the SCDOT's Resident Maintenance Engineer (RME) or designee to email to the Contractor with a copy to the Claims Office. The Contractor shall review the claim and respond in a letter to the Claimant with a copy to the Claims Office its decision to either deny or pay the claim within ten (10) business days of date the claim information is emailed. If denied, the Contractor shall explain the reason for the denial in the letter.

If the Contractor accepts the claim, it shall issue payment to the Claimant within ten (10) business days of the date of the acceptance letter and forward a copy of the payment to the Claims Office. If the Contractor does not remit payment within the ten (10) days of the date of the acceptance letter, SCDOT Claims Office may pay the claim. The Claims Office

will notify the Contractor of such payment and seek reimbursement from the Contractor in accordance with **Sections 5.03.4 and 5.03.5.**

#### **5.03.3      Appeal of decision of Contractor**

If the Claimant is dissatisfied with the Contractor's denial of the claim, the Claimant can appeal the decision, in writing, to the SCDOT Chief Counsel. The Chief Counsel will obtain the recommendation from the RME or designee's regarding denial or approval of the claim. The Chief Counsel will review the recommendation and the entire claim, and render a final decision. If the Chief Counsel concurs in the denial of the claim, a letter will be sent to the Claimant with a copy to the Contractor advising of the denial.

#### **5.03.4      Withholding Claim Amount from Contract**

If the Chief Counsel determines the claim should be paid, the Claims Office will be instructed to pay the claim and the Contractor will be notified of SCDOT's decision. The Contractor will be notified to deduct the amount of the claim from the most current outstanding invoice. Resident Maintenance Engineer, or designee, will not accept the Contractor's invoice for payment until all deductions for claims are listed on the invoice. If the Contractor fails to deduct the claim from the invoice, the Resident Maintenance Engineer, or designee, SCDOT shall notify the Contractor and the SCDOT State Maintenance Engineer of the non-compliance. The Contractor failure to deduct the claim from the next invoice after final decision of the SCDOT constitutes a default of the contract.

#### **5.03.5      Submission to SCDOT Debt Collection Agent and Default of Contractor**

If the Contractor does not deduct the claim amount from the most current outstanding invoice, the Resident Maintenance Engineer, or designee, will withhold payment from the most current and/or subsequent invoice. If the contract has no outstanding invoices due to inactivity and/or expiration of the contract, the claim will be submitted to the SCDOT Debt Recovery Program. Under the SCDOT's Debt Recovery Program, the SCDOT Claim Recovery Agent will pursue collection of this debt against the Contractor.