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Protest Decision

Matter of: HHS
Case No.: 2024-123
Posting Date: March 25, 2024
Contracting Entity: South Carolina State University
Solicitation No.: 5400024059
Description: Facilities Management Services

DIGEST

Protest dismissed where one protest ground failed to state a claim upon which relief may be granted and another failed to show that the evaluation was arbitrary, capricious, or contrary to law. The notice of intent to protest by HHS is attached as Exhibit A and included by reference.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

Solicitation Issued	04/10/2023
Amendment 1 Issued	05/01/2023
Amendment 2 Issued	05/09/2023 ¹

¹ It is not clear why the Procurement Officer issued Amendment 2 after Amendments 1, 3, and 4. The dates provided are the dates of posting as shown in South Carolina Business Opportunities. The dates match with the

Amendment 3 Issued	05/08/2023
Amendment 4 Issued	05/09/2023
Intent to Award Posted	12/11/2023
Intent to Protest Received	12/19/2023
Protest Received	12/27/2023

On April 10, 2023, the State Fiscal Accountability Authority, Division of Procurement Services (DPS) issued this solicitation on behalf of the South Carolina State University (SCSU) to acquire facilities-management services for its campus in Orangeburg, South Carolina. [Exhibit B] By the deadline for receipt of proposals, SCSU received four proposals. On December 11, 2023, DPC posted a notice of the state’s intent to award a contract to Project Solutions Group LLC (PSG).² [Exhibit C] On December 19, 2023, HHS sent an email to DPS providing notice of its intent to protest. The CPO received the notice that same day. On December 27, 2023, HHS perfected its protest.

DISCUSSION

Both HHS’s notice of its intent to protest and its protest set forth two grounds of protest: 1) SCSU overlooked HHS’s “significantly lower” price proposal, and 2) SCSU did not adequately recognize HHS’s established expertise.

With respect to its first grounds of protest, HHS noted that its proposed price is significantly lower than PSG’s price, and HHS postulates “this discrepancy suggest[s] a potential oversight or lack of consideration for cost-effectiveness in evaluating the bids.” HHS’s protest assumes that price was the primary consideration in this solicitation. It was not. The source selection

dates shown on the face of each document with the exception of Amendment 2, which is dated 4/10/2023. This date is an obvious typographical error carried over from the solicitation date.

² The record is not clear whether Lot 3 is included. The statement of Intent to Award does not mention Lots at all and only includes pricing for Lots 1 and 2. The Record of Negotiations (RON) is likewise silent regarding Lots. However, the RON does state:

Unless removed by negotiations or change order, all work defined and solicited in RFP 5400024059 shall be included in the pricing above. See Page 2 for additional changes.

Page 2 of the RON does include language that may be interpreted to exclude some or all of Lot three but is not clear on the matter. In any event, SCSU and DPS did not post of Notice of No Award for Lot 3 which would be the normal course when not awarding a lot included in a solicitation.

method was competitive sealed proposals per S.C. Code Ann. §11-35-1530. Under this source selection method price is one of a number of factors and need not be the most significant factor. This method does require the State to identify all the evaluation factors to be considered and state their relative importance. S.C. Code Ann. §11-35-1530(5). SCSU did this in Section VI of the solicitation stating:

Offers will be evaluated using only the factors stated below:

1. General Administration and Management
2. Price
3. Contract Innovation
4. Social Responsibility Measures

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.

There was one factor more important than price. Additionally, the Evaluator Score Sheets show that the third and fourth factor were in combination more important than price. Because price is not the only factor of consideration in making an award under a competitive solicitation, simply stating that its price is better fails to state a claim for which the CPO can grant relief. *See Protest of Health Systems Mgmt., Inc.*, Panel Case No. 1990-14 (finding vendor failed to state a claim for relief where it complained that it had the lowest price among other competitive sealed proposals).

Moreover, the Evaluator score sheets when combined with the composite score sheet show that price was worth a maximum of 25 points, and HHS was awarded 25 points for its price. [Exhibit D] Put another way, SCSU did not overlook HHS's better pricing; it awarded HHS the maximum score available for pricing.

HHS next alleges that due to its "experience and expertise in the higher education facilities management sector," SCSU should have ranked HHS higher vis-à-vis PSG than it did. This is tantamount to arguing the HHS's proposal was superior. The South Carolina Procurement Review Panel noted that arguments that an Offeror's proposal is superior to the others is fruitless and without merit since the determination of what is most advantageous to the State

can only be determined by the State. *See In re: Appeal by TRAVELSIGNS*, Panel Case No. 1995-8

The Panel has stated numerous times that so long as the evaluators follow the requirements of the Procurement Code and the RFP, fairly consider all proposals, and are not actually biased, it will not re-evaluate proposals and will not substitute its judgment for the judgment of the evaluators. The Panel has stated that the burden of proof is on the appellants to demonstrate by a preponderance of the evidence that the determination made by the evaluators is clearly erroneous, arbitrary, capricious, or contrary to law. *See In Re: Appeal by Transportation Management Services, Inc.*, Panel Case No. 2000-3.

Finally, the Panel stated that for a finding that an evaluation was arbitrary or capricious, the evidence must demonstrate that the determination lacked a reasonable or rational basis:

The burden of proof is on the appellants to demonstrate by a preponderance of the evidence that the determination made by the procurement officer is clearly erroneous, arbitrary, capricious or contrary to law. *"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 or subjective bad faith on the part of the procuring officer or clear and prejudicial violation of relevant statutes and regulations which would be tantamount to a lack of reasonable or rational basis."* Robert E. Derektor of Rhone Island, Inc. v. Goldschmidt, 516 F.Supp. 1085.

See Appeal by Value Options, Magellan Behavioral Health & Blue Cross and Blue Shield, Panel Case No. 2001-7.

In support of its contention that it should have been ranked higher than PSG, HHS asserts that based on its investigation “we could not identify one education reference where PSG has managed the day-to-day activities at an institution of higher learning.” HHS also notes that the solicitation required offerors to “provide contact information for at least three (3) references in which you provided services of a similar scope.” HHS argues that PSG’s references for work in “an office building/factory, is not equivalent to the unique challenges of South Carolina State University’s college campus.”

Even if one agreed that references were a weak point in PSG's proposal, that does not mean the Evaluation committee was arbitrary and capricious in its determination. Section IV of the solicitation sets forth the information for offerors to submit for evaluation. For Evaluation Criteria 1, General Administration and Management, it lists a number of different items. One of the items is a "Summary of Qualifications & Experience." Separately, this section asks for references. Presumably the intent was to use these references to help consider the offerors qualifications and experience when evaluating General Administration and Management. In any event qualifications and experience were not evaluated independently from the overall category of General Administration and Management and other aspects of PSG's proposal in this area could have significantly outweighed any weakness PSG had in its references. HHS arguments and cited documentation are by themselves insufficient to prove the ranking decision of the Evaluation Committee was arbitrary or capricious.

DECISION

For the reasons stated above, the CPO denies HHS's protest.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2023)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2023 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

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

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

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

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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

Exhibit A

December 26, 2023



Sheila Willis
Procurement Manager
SFAA, Div. of Procurement Services OSP 1201 Main Street, Suite 600
Columbia, SC 29201

Dear Ms. Willis,

Subject: Protest the Award of Facilities Management Services Solicitation (5400024059)

We are writing to inform SFAA and South Carolina State University of our decision to formally protest the Facilities Management Services solicitation (No. 5400024059) recently awarded to Project Solutions Group, LLC (PSG).

As President of the Education Division at HHS, I feel we have identified justifiable and significant concerns regarding the evaluation process and outcome of this contract award. Our intentions are to move forward with this protest based on the following issues:

Significantly Lower Proposal Price Overlooked: Our submitted proposal for the Facilities Management Services contract was significantly lower than the awarded company's, raising concerns about the decision-making process criteria. This discrepancy suggests a potential oversight or lack of consideration for cost-effectiveness in evaluating the bids.

Sixty Months Pricing Comparison				
Company	Facilities Office Management	Skilled Trades Months 1-3	Skilled Trades Month 4-60	Total 60 Months
Project Solutions Group	\$ 7,037,940.00	\$ 2,251,200.00	\$ 26,978,416.00	\$ 36,267,556.00
HHS Education	\$ 2,304,720.00	\$ 1,206,720.00	\$ 22,525,440.00	\$ 26,036,880.00
Cost Difference	\$ 4,733,220.00	\$ 1,044,480.00	\$ 4,452,976.00	\$ 10,230,676.00

In addition to our lower cost to the State of South Carolina, our management team has decades more professional experience and expertise in the higher education facilities management sector. Upon further investigation, we could not identify one education reference where PSG has managed the day-to-day activities at an institution of higher learning. And, while the RFP clearly states that references "should be offered where similar scopes of work have been provided,"

their work in an office building/factory, is not equivalent to the unique challenges of South Carolina State University's college campus.

Please consider this a formal request, as presented through the FOIA statutes of the State of South Carolina, for copies of the evaluation scoring sheets completed by the Selection Committee.

Your immediate attention to this matter is appreciated and we look forward to your response. Please consider me available for any discussions or clarifications needed in this regard.


Sincerely,

Michael DiSparano

Michael DiSparano
President, Education Division HHS
mdisparano@hhs1.com
786.718.8167



Exhibit B

	State of South Carolina Request for Proposal	Solicitation: 5400024059
		Date Issued: 04/10/2023
		Procurement Officer: BRITTANY SLOAN
		Phone: 803 737-3410
		E-Mail Address: bsloan@mmo.sc.gov
		Mailing Address: SFAA, Div. of Procurement Services OSP 1201 Main Street, Suite 600 Columbia SC 29201

DESCRIPTION: **FACILITIES MANAGEMENT SERVICES**

USING GOVERNMENTAL UNIT: **South Carolina State University**

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

SUBMIT OFFER BY (Opening Date/Time): **05/11/2023 11:00 AM EST** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/19/2023 4:00 PM EST** (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE BIDDING PREFERRED**; If submitting Online in SCEIS please See Online Bidding Instructions in Section II.B. If submitting Hardcopy, submit One (1) Original Hardcopy marked "Original", and One (1) Electronic (digital) Media Copy marked "Copy" (See "Electronic Copies-Required Media & Format" provision Section II.B.) **Initial here if NO redacted copy is necessary** _____

CONFERENCE TYPE: **Pre-Proposal**
DATE & TIME: **04/19/2023 10:00 AM EST**

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

LOCATION: **Virtual - Please email bsloan@mmo.sc.gov, by 3:00 PM EST April 17, 2023 to receive an invitation to the conference**

AWARD &
AMENDMENTS

Award will be posted on **06/07/2023**. 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)
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)

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

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

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)

Table of Contents

SECTION I	3
ACQUIRE SERVICES (JAN 2006)	3
SECTION IIA	4
DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)	4
AMENDMENTS TO SOLICITATION (JAN 2004)	5
AUTHORIZED AGENT (FEB 2015)	5
AWARD NOTIFICATION (FEB 2015)	5
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)	5
BID ACCEPTANCE PERIOD (JAN 2004)	5
BID IN ENGLISH and DOLLARS (JAN 2004)	5
AUTHORITY AS PROCUREMENT AGENT (DEC 2015)	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)	11
STATE OFFICE CLOSINGS (JAN 2004)	11
DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)	11
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)	12
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)	12
VENDOR REGISTRATION MANDATORY (JAN 2006)	12
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	13
SECTION IIB	14
CONTENTS OF OFFER (RFP) (FEB 2015)	14
ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)	14
MAIL PICKUP (JAN 2006)	14
ON-LINE BIDDING INSTRUCTIONS (MAR 2015)	14
OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)	15
PROTEST - CPO - MMO ADDRESS (JUN 2006)	15
SITE VISIT (JAN 2006)	Error!
Bookmark not defined.	
SECTION III	17
SCOPE OF WORK/SPECIFICATIONS	16
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)	25
SECTION IV	26
INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)	28
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)	28
MINORITY PARTICIPATION (DEC 2015)	28
SECTION V	32
QUALIFICATIONS OF OFFEROR (MAR 2015)	32
QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)	29
SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)	32
SECTION VI	33
AWARD CRITERIA -- PROPOSALS (JAN 2006)	33
AWARD TO ONE OFFEROR (JAN 2006)	30
COMPETITION FROM PUBLIC ENTITIES (JAN 2006)	33
DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)	33
EVALUATION FACTORS -- PROPOSALS (JAN 2006)	33

SECTION_VIIA	31
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)	34
BANKRUPTCY - GENERAL (FEB 2015)	34
CHOICE-OF-LAW (JAN 2006)	34
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)	34
DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	35
DISPUTES (JAN 2006)	35
EFT INFORMATION (FEB 2021)	32
EQUAL OPPORTUNITY (JAN 2006)	35
FALSE CLAIMS (JAN 2006)	35
FIXED PRICING REQUIRED (JAN 2006)	35
NO INDEMNITY OR DEFENSE (FEB 2015)	36
NOTICE (JAN 2006)	36
OPEN TRADE (JUN 2015)	36
PAYMENT and INTEREST (FEB 2021)	36
PUBLICITY (JAN 2006)	36
PURCHASE ORDERS (JAN 2006)	37
SURVIVAL OF OBLIGATIONS (JAN 2006)	37
TAXES (JAN 2006)	37
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	37
THIRD PARTY BENEFICIARY (JAN 2006)	37
WAIVER (JAN 2006)	37
SECTION_VIIB	38
CHANGES (JAN 2006)	38
COMPLIANCE WITH LAWS (JAN 2006)	38
CONFERENCE -- PRE-PERFORMANCE (JAN 2006)	38
CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)	39
CONTRACTOR PERSONNEL (JAN 2006)	40
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)	40
CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)	40
DEFAULT (JAN 2006)	40
DISPOSAL OF PACKAGING (JAN 2006)	41
ILLEGAL IMMIGRATION (NOV 2008)	41
INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)	42
LICENSES AND PERMITS (JAN 2006)	42
OWNERSHIP OF DATA and MATERIALS (JAN 2006)	43
PRICE ADJUSTMENTS (JAN 2006)	43
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)	41
PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)	43
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)	43
RELATIONSHIP OF THE PARTIES (JAN 2006)	44
TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)	44
TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)	44
TERMINATION FOR CONVENIENCE (JAN 2006)	44
SECTION_VIII	46
PRICE PROPOSAL (JAN 2006)	46
SECTION_IX	47
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	47
OFFEROR'S CHECKLIST (JUN 2007)	48

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (Modified)

It is the intent of the State Procurement Office, to solicit proposals from qualified offerors on behalf of the South Carolina State University (SCSU) to establish a contract for Facility Management Services in accordance with all requirements stated herein.

By way of this solicitation, SCSU seeks innovative solutions, which will result in one or multiple contracts to cover our need to address the four (4) core competencies that encompass the broad range of facilities management oversight as identified by the Association of Higher Education Facilities Officers (APPA):

- General Administration and Management
- Maintenance and Operations
- Energy and Utility Systems
- Planning, Design and Construction

This solicitation's approach is unlike the previous ones in that there is an opportunity for multiple Contractor(s). Also, offerors are encouraged to provide innovative solutions to carry-out daily operations for the campus. As such, there is not a formalized budget for each section.

Successful offeror must demonstrate experience with and financial capability to support a campus with work nearing 2 million square feet.

[01-1010-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Modified)

Start date: 06/19/2023 End date: 06/18/2028.

Dates provided are estimates only.

Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

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

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

- AMENDMENT means a document issued to supplement the original solicitation document.
- AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
- BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
- CAPITAL EXPENDITURES means expenditures valued at \$5,001.00 or greater and have a useful life of at least three years and are defined as any new construction, renovation and/or modification of client's buildings, equipment, appliances, electrical and mechanical systems that change the original purpose of the client's facility. The University will be responsible for capital expenditures over the \$5,001.00 threshold
- 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(s) 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(s). [11-35-310(9)]
- CONTRACTOR(S) 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(S) 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. May also be referred to as South Carolina State University, SCSU, SC State University, or the University.
- WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor(s) to fulfill the Contractor(s)'s obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (Modified)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor(s) and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

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 non-responsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

The South Carolina Regulations are available at:

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

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)'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 Sub-Contractor(s), 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 WORKPLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor(s) certifies that, if awarded a contract, Contractor(s) 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(s) 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(s) 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(s) 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 Subcontractor(s) 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]

Please address emails to Bsloan@mmo.sc.gov and put the solicitation number and name in the subject line.

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, if allowed by the solicitation's price proposal guidelines, 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 workday 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(s) for work pursuant to the contract. The Subcontractor(s) 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(s) 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(s). The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the Subcontractor(s)'s certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the Contractor(s)'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(s) 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 (MOD)

[You must have a state vendor number to be eligible to submit an offer.](#) To obtain a state vendor number, visit www.procurement.sc.gov and select 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 \(sc.gov\) or S.C. Department of Revenue Withholding \(sc.gov\).](#)

This process may take fifteen (15) days or more. Offerors are urged to begin registration (with all 3 sites) as soon as possible.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MOD)

Pre-Bid/Proposal Conference Date and Time: **04/18/2023 10:00 am** (EST)

Location of Pre-Bid/Proposal Conference: Microsoft Teams (virtual)

If you would like to participate in the virtual conference using this method, please contact Brittany Sloan at bsloan@mmo.sc.gov on or by April 17, 2022 between 9:00am and 4:00 pm to request the conference access information.

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 above. **Have a copy of the solicitation ready so you can follow along with the discussion.** 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.

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

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]

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (Modified)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." If you must submit an electronic copy other than using SCEIS, the following instructions apply. An electronic copy or copies must be submitted on a USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address the technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office

(version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Submit your electronic copies to the following address: State Fiscal Accountability Authority, 1201 Main Street, Suite 600, Columbia SC 29201.

ON-LINE BIDDING INSTRUCTIONS (Modified)

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

(b) Steps for On-Line Bidding

1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2. Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3. Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen. Only offers with a status of "submitted" have been received by the State. Offers with a status of "saved" have not been received.
4. Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

If you encounter problems submitting your bid, you may:

- i. contact the SCEIS Service Desk at (803) 896-0001 (select option 1 for SCEIS help); or,
- ii. submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - MMO ADDRESS (Modified)

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

- (a) by email to protest-mmo@mmo.state.sc.us,
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

SITE VISIT (JAN 2006) (MOD)

A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor(s) 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(s) 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.

The University will host two distinct site visits:

Buildings (Inside Facilities)	Grounds (Outside Facilities)
Date: April 14, 2023	Date: April 14, 2023
Time: 10:00 am – 12:00 pm	Time: 2:00 – 4:00 pm

Point of Contact: Ken Davis

Location: Crawford Zimmerman Building (front lobby); 300 College Avenue; Orangeburg, SC 29117

Telephone: 803-378-5113

Note: Questions will not be accepted at the site visit. Potential Offerors are strongly encouraged to submit questions from site visits in writing to the Procurement Officer prior to the Pre-proposal conference so that they may be addressed during the conference. The deadline for questions shall be after the Pre-proposal conference. No answers shall be official unless they are provided in writing through an amendment to the solicitation.

[02-2B165-1]

III. SCOPE OF WORK/SPECIFICATIONS

About South Carolina State University (SCSU)

South Carolina State University was founded in 1896 and has maintained a legacy of excellence in education. We have been home to generations of scholars and leaders in business, military service, government, athletics, education, medicine, science, engineering technology and more. Located in Orangeburg, SC., SC State was founded as a land grant college with a mission of providing education and service to the citizens of the state. In its first century, SC State was a leader in education and continues to lead the way into the next century.

South Carolina State University experienced a decline in student enrollment throughout the life of the previous contract. Currently, we are aggressively recruiting students; and project that student enrollment will substantially increase in the next few years. Recent enrollment has been as follows:

Fall 18	Fall 19	Fall 20	Fall 21	Fall 22
3,022	2,479	2,339	2,374	2,649

Information regarding statistics and demographics may be found on the Commission for Higher Education's website: <https://www.che.sc.gov/che-data-and-reports> .

SC State University began outsourcing Facilities Operations and Maintenance in 2004. Potential Offerors may revisit contract information for those contracts <https://webprod.cio.sc.gov/SCSolicitationWeb/solicitationSearch.do>

Scope of Work

A. Overview

In an attempt to narrow the breadth of professional oversight and bring some level of order to an organization's many activities, the Association of Higher Education Facilities Officers (APFA) identified four (4) core competencies that encompass the broad range of facilities management oversight:

- General Administration and Management
- Maintenance and Operations
- Energy and Utility Systems
- Planning, Design and Construction

The resulting contracts will encompass the above and shall be awarded to cover the following areas:

1. **Facilities Office Management** – with onsite positions to manage daily campus activities including workorder receipt and assignment, general facilities and maintenance project management, receptionist and clerical. Employees provided for Facilities Office Management positions will be handling sensitive data and will be expected to sign non-disclosure agreements for the University. The contractor shall provide oversight for all actions and projects related to Facilities operations and shall furnish for itself a computerized application for managing, monitoring, and reporting staff, assets, and activities provided to SCSU. The current contractor owns and utilizes Computerized Maintenance Management System (CMMS). All data incorporated in the software shall remain property of SC State University.
2. **Skilled and Trades Workers** – with onsite positions to manage custodial operations, grounds maintenance, and trades positions, which will include but may not be limited to custodial services for

inside facilities, maintenance and care of grounds (which may or may not include athletics fields), and trades services including but not limited to plumbers, carpenters, HVAC technicians, locksmiths, electricians, painters, light movers, fire compliance officers, etc. The contractor for this category will be responsible for acquiring and managing and paying Subcontractors to take care of the following items:

1. Uniforms (Previously \$82,000.00 per year)
 2. Fire Alarm Service (Previously \$91,482.00 per year)
 3. Pest Control Service (Previously \$40,000.00 per year)
 4. Fire Extinguisher Service (Previously \$15,000.00 per year)
 5. Elevator Maintenance & Repair Service (Previously \$94,200.00 per year)
 6. Water Treatment Service (\$21, 640.00 per year)
 7. Waste Management Service (Previously \$125,000.00 per year)
3. **Planning and Construction** – with offsite talent to be utilized for specific construction projects as needed, SCSU will award to multiple Contractors to maintain a collection of qualified suppliers to assist in an advisory and management capacity such that the University may institute sustainable strategies, energy conservation methods, low maintenance materials and renewable energy sources to the extent possible. The successful Facilities Management Services Contractor(s) shall:
- a. Coordinate planning and construction projects with SC State University Associate VP of Facilities/Planning & Construction and staff. These services will vary from project to project but will generally consist of managing architectural and/or engineering services procured and administered in accordance with the South Carolina Consolidated Procurement Code, and the Manual for Planning and Execution of State Permanent Improvements.
 - b. Provide recommendations to facility planning and facility operations with regard to building construction and renovation practices and their impact on energy and sustainability.
 - c. The successful Facilities Management Services Contractor(s) will provide assistance with research, planning, development and site analysis.
 - d. The successful Facilities Management Services Contractor will provide advisement, planning, construction administration and post construction services for University renovation and capital construction projects including, but not limited to, the following projects
 - i. Architecture Design
 - ii. Landscaping Design
 - iii. Structural Repairs
 - iv. Mechanical, Electrical and Life Safety Upgrades and Replacements
 - v. Building Interior and Exterior Renovations and Repairs
 - vi. New Construction
 - vii. Recreational and Athletic Facilities
 - viii. Utility and Infrastructure Systems
 - ix. Historical Restoration
 - x. Educational Facilities
 - xi. Low maintenance and sustainable materials
 - xii. Renewable energy sources
 - xiii. Energy and Utility Systems

Without substantially modifying the scope of this contract, SC State University reserves the right to add, change and/or delete from this contract as necessary. All change orders and/or amendments to the contract must be

communicated in writing between you and the university procurement office and must be approved by the State Procurement Office prior to implementation.

B. General Scope of Project

Contractor(s) shall perform services in compliance with the resulting contract. The minimum scope of work for each of the above referenced categories shall be provided as an attachment to this solicitation. Additionally, the following shall apply.

1. Environmental Health and Safety - You and your Subcontractor(s) shall comply with all applicable Federal, State, and Local laws and regulations, as well as all University Environmental Health and Safety policies and procedures. You and your Subcontractor(s) shall cooperate with SC State Environmental Health and Safety Administrator to ensure regulatory compliance. Annual regulatory compliance report is to be submitted to VP of Finance.
2. Parking - The same regulations and fees as apply to SC State employees shall govern parking on University property by the Contractor(s)'s employees. SCSU will provide information regarding costs associated with parking permits.
3. Office and Storage Space - The University agrees to provide you with the use of office and storage spaces on the University premises from which to conduct its management-support services. All such spaces are to be under the control of Contractor(s). Such use shall include all utilities including water, sewer, electricity, internet and local telephone services. Such utilities shall be provided without costs to Contractor(s). Office furniture and internet access will be provided.
4. Contractor shall furnish all supply, equipment, and human resources needed to provide services identified here-in.
5. Additional Items/Services - Additional items or services within the scope of the contract and found to be needed by the University may be added to the contract if mutually agreeable to you and the University and approved by the State Procurement Office. No additional items or services may occur without the appropriate procurement officer's written consent in the form of a University issued purchase order. Any work outside of the contract completed by you without proper approval and an authorized purchase order issued in advance will be done at the cost of the Contractor(s). Charge/Reimbursable Work shall only be authorized or requested in writing by the SC State University Associate VP of Facilities.
6. Service Performance - All services performed under the Contract shall be in accordance with the terms and provisions of the contract. The University will determine whether such services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the SC State University Associate VP of Facilities.
7. Accessibility to Employees and Facilities - To ensure a smooth transition of services, the successful Contractor(s) will be allowed contact with employees and access to the University's facilities prior to the starting date of the contract. Contact with employees and access to facilities will be in accordance with a mutually agreed upon transition schedule. The anticipated transition time is approximately thirty (30) days.
8. Audit - The University reserves the right to audit and/or examine for compliance any provisions associated with the contract to determine that the company has met all obligations under the terms of the contract. Such records and accounts shall be maintained for five (5) years after the end of the contract year to which they relate.
9. Dangerous/Hazardous Conditions - You shall not do, or permit anything to be done on said premises,

nor bring or keep on the premises anything which will in anyway increase the fire insurance rate or premium to the University, or which will constitute a nuisance or create a dangerous or hazardous condition.

10. Operating Programs - You will prepare operating programs for each operating unit and necessary sub-units. Timelines for submission of these operating programs will be established with successful offeror. The operating programs shall include - but not be limited to - the following information:
 - a. Organization of the operating unit and sub-units.
 - b. Staffing of the operating unit by job classification keyed to work identification
 - c. Updated and approved job descriptions for each job classification
 - d. Individual worker assignments and responsibilities
 - e. Operating procedures including tasks, frequencies, methods, and information flow
 - f. Material, tools, equipment, and supply requirements including basic specifications for individual items
 - g. Performance standards for the work to be done by the operating unit;
 - h. Quality assurance program to ensure compliance with the performance standards;
 - i. Schedules for work to be done on an infrequent but recurring basis;
 - j. Description of training requirements including training rosters and records;
 - k. Methods for providing relief for absent workers;
 - l. Any program instituted by you will include work identification, responsibilities, accountability of the work force, and cost per hour of work force.
 - m. Key Performance Indicators for Maintenance, Grounds, Construction, and Custodial to be presented for approval within the 1st 90 days of this agreement. KPI's will be approved by the SC State University Associate VP of Facilities.
11. Principal Management and Leadership Responsibilities - Responsibilities include, but are not limited to, the following:
 - a. Setting department direction (vision and mission)
 - b. External relations
 - c. Strategic planning
 - d. Establishment of goals and objectives
 - e. Establishment of policies and procedures
 - f. Resource allocation
 - g. Workload/workforce planning
 - h. Definition of priorities and departmental services
 - i. Assurance of coordination and cooperation among operations components
 - j. Inspection and monitoring of performance
 - k. Physical facilities
 - l. Support services
 - m. Administrative services
 - n. Budget, cost accounting, financial management
 - o. Human resources
 - p. Training, education and development
 - q. Information systems support
 - r. Regulatory and compliance
 - s. Serve on various University committees as required
 - t. Attend State of South Carolina training events offered by the Office of State Engineer as they

become available.

12. Resident Personnel – In the instance that SCSU requires resident personnel, then changes to the Contractor(s) resident personnel assigned to SCSU will be subject to prior approval by the University’s VP of Finance and the Associate VP of Facilities.
13. Where appropriate, Contractor(s) shall furnish employees to support the campus during inclement weather and other instances of natural disasters or other exceptional incidences.
14. Contractor shall furnish staff as requested so assist in tasks directly related to the scope of their contract for evening and weekend events as needed.

C. Deliverables

Contractor(s) shall prepare monthly reports in an electronic format approved by the SC State University Associate VP of Facilities. The report will be submitted to the SC State Associate VP of Facilities by the 5th of each month and will summarize the activity of the Department of Facilities Management for the preceding. Reports shall be value-oriented rather than volume oriented. This means that reports shall focus on clearly identifying important performance trends, specific problems, problem solutions, and efficiency improvement solutions. Data without analysis and interpretation is not value-oriented; therefore, the Service Provider shall include analysis and interpretation.

While this requirement applies to all, the following speaks to specific information:

1. Construction Management Reports

You shall submit a monthly report to the SC State of Facilities, outlining the monthly activity of all projects. A project is any work financed outside of this contract. The report will include the following:

- Description
- Procurement Method
- Cost
- Purchase Order Number
- Owner
- Current Status

Contractor(s) will submit a yearly evaluation of the Campus as determined by a customer survey, and shall include a plan to improve the ratings as directed by the SC State Associate VP of Facilities. You shall reconcile the guaranteed water and energy savings for the contract with the Energy Performance Contractor and shall submit the results to the University along with any recommendations for the next year.

2. Maintenance Operating Reports (Skills/Trades)

You will submit monthly operating reports in the form of an electronic file e-mailed as an attachment to the SC State Associate VP of Facilities. The University reserves the right to add, delete or change the frequency of reports. Reports include, but not limited to the following:

- a. Work order report illustrating the number of routine maintenance work orders completed, backlog of pending work orders, average response and completion time of work orders;
- b. Non-routine report illustrating expenditures for non-routine maintenance repairs, renovations, and replacement items. This report shall include a progress report of projects in progress, but not completed, and shall illustrate up-to-date cost summaries for each renovation project;
- c. Complaint resolution report, illustrating the disposition of complaints by students, faculty and

staff, parents, and others;

- d. Preventive Maintenance (PM) Summary, showing PM work orders scheduled, PM work orders completed, total hours spent on PM, and PM work order backlog;
- e. Staffing/personnel summary: List positions by area and the number of positions filled or vacant. If vacant, note the length of time the position has been vacant and plan of action to fill, to include any credits earned due to the vacancy.
- f. Other reports as required and requested by the Contract Administrator.

3. Annual Plans

Upon the commencement of the renewal period, you shall provide plans for services to occur throughout the year as follows:

a. Preventive Maintenance Program

The Contractor shall develop and manage a well-defined PM program that considers all maintenance, is based on system condition or performance, and achieves the goal of maintaining facility quality while reducing life-cycle cost.

b. Campus landscaping plan

Campus landscaping plan to enable SC State to improve the appearance of the Campus and to reduce grounds maintenance costs

c. Required Maintenance Plan

A required maintenance plan based upon a facilities condition assessment of each building and Campus infrastructure. The plan will identify work items, cost, priority, and will include a 10-year renewal or replacement plan for major building components/systems and Campus infrastructure.

4. Financial and Operational Reporting

Efficient administration will be achieved by providing timely and useful performance and operational reports.

D. SC State Ethics Act Applies

Contractor(s) shall adhere to the State Ethics Act in its entirety as written in Title 8, Chapter 13 (Public Officers and Employees, Ethics, Government Accountability, and Campaign Reform). At a minimum, the following applies:

1. Contractor(s) represents that it is an independent Contractor(s), competent, knowledgeable, and familiar with the type of work contemplated by the resulting agreements. Contractor(s) agrees and understands that neither it nor any of its agents or employees may act in the name of the Owner except and unless specifically authorized in writing by the University to do so.
2. Integrity, objectivity and absence of self-dealing are essential at all levels and in all aspects of governmental and private activities. Contractor(s) must be committed to conducting itself and its activities in accordance with the highest standards of integrity and ethics in accordance with the State's laws and Procurement Codes. Contractor(s) represents that it accepts a fiduciary role and responsibility with respect to the University and that it owes the University the duties of good faith, trust, confidence, and candor, and that it must exercise a high standard of care in managing money, property and other capital assets. Contractor(s) will, to its best abilities, act in the best interests of the University and the timely completion of the work. Contractor(s) shall evaluate conditions, provide recommendations, implement approved actions, manage third party contracts on behalf of the University, and use the Facilities Management Services Contractor(s)'s best efforts to execute the Work in an expeditious and economical manner consistent with the interests of the University.
3. The University recognizes that actual or potential conflicts of interest could occur in the normal conduct of business. It is essential that conflicts of interest be avoided and that possible conflicts of interest be disclosed in writing to and reviewed by the University and the State before the Facilities Management Services Contractor(s) proceeds with any action. After disclosure, the University can make an informed judgment about a particular action/circumstance, and require appropriate oversight, limitations, or prohibitions in accordance with this policy.
4. Contractor(s) nor any employee, agent, or officer of the Contractor(s) shall himself or through a business in which he owns or controls an interest, or by any other persons for his use or benefit or on his account, undertake, execute, hold or enjoy, in whole or in part, any contract, agreement, lease, sale, or purchase made, entered into, awarded, or granted by the University. Note: This prohibition shall not apply to publicly solicited contracts or purchases that are available on the same terms and conditions to the public or which are made at public auction or by competitive sealed bid by a Procurement Officer employed by the State of South Carolina or SCSU.
5. Contractor(s) shall disclose to the University any corporate or individual direct or indirect interest in any undertaking that could potentially put Contractor(s)'s interest in conflict with that of the University including, but not limited to, bonuses, rebates, preferential pricing and other financial compensation or consideration associated with the implementation of an action/circumstances.

The State Ethics Act may be found online: <https://www.scstatehouse.gov/code/t08c013.php>

E. Contracting Officer Representative

1. The Associate VP of Facilities is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Using Entity without prior notice to the contractor and without modification to the contract.
2. The responsibilities and limitations of the COR are as follows:

- a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
- b. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

F. Staffing Plan

The University desires to utilize a contractor that attracts quality staff that are highly motivated and enjoy working within the university and student life environment. Contractor(s) shall provide trained and qualified personnel to perform the duties required in accordance with the contract and General Conditions and Specifications. SCSU strongly encourages Contractor(s) to recruit and maintain employees already assigned to this campus by the previous contractor as appropriate; and may furnish space for the Contractor(s) to market opportunities and conduct interviews for these employees. All hires shall be at the discretion of the Contractor. Key staff decisions shall be made in collaboration (or approval) of SCSU. Key Staff shall be defined as those in managerial and supervisory positions.

1. All employees must conduct themselves in a professional manner at all times while fulfilling the requirements of this contract. The University places particular emphasis on the employee/employer relationship and subscribes to a philosophy of training, encouragement, recognition, customer service excellence and accountability.
2. The University seeks to provide a working environment that is safe and free from elements that might cause workplace illnesses and injuries. Employee education, training and preventive measures shall be used as strategies to reduce the risk and severity of injury. Contractor(s) is responsible to adhere to all OSHA and DHEC requirements.
3. The Contractor(s) shall be fully responsible for the acts and omissions of its Subcontractors and of persons employed by them, while on SCSU property, and will be held accountable for any conduct that violates SCSU Policy.
4. The Contractor(s), its employees, and Subcontractors shall adhere to the same standards of conduct required by students, staff, and faculty while on the campus of SCSU and during any time in which you are representing SC State University and operating in the capacity as a Contractor(s) for SCSU.
5. Sexual harassment is strictly forbidden.
6. Discrimination based on race, gender, religion, age, and other protected classes is strictly forbidden.
7. The use of alcohol or drugs on campus or prior to arrival to campus is strictly forbidden.
8. The use of tobacco, nicotine, and vapor products on campus is strictly forbidden.
9. The Contractor(s) must submit a Criminal Background check for each employee and/or Subcontractor(s) prior to employee and/or Subcontractor performing contract work on campus. The background check must include criminal conviction check (County, State, Federal) and sex and violent offender registry check. The cost of background checks will be paid by the Contractor(s). South Carolina State University shall not accept any employees with a history of violent or sexually deviant offenses; and reserves the right to reject applicants who have previous criminal convictions. Such judgements shall be made on a case-by-case basis. Contractors must have prior written approval by the COR for every candidate prior to his or her commencement of work on SCSU

- campus. Beginning on the Contract's first anniversary date, Contractor(s) shall obtain subsequent background checks for each employee in the month of the employee's birthday.
10. In the event of periods of vacant positions and/or scheduled absenteeism for Contractor(s) employees, Contractor(s) will provide suitable replacement employees within a timely manner. Periods of scheduled absenteeism include vacation time and extended illness longer than ten (10) consecutive workdays. If you are unable to provide a suitable replacement, then SC State shall deduct the appropriate charge for the employee from its monthly payment in addition to a proportionate reduction in overhead, profit, or management fee payment.
 11. The Contractor and its staff shall wear a form of identification at all times while on SCSU property; and shall be easily recognizable as an employee assigned to the campus facility.
 12. Fraternalization between the Contractor's employees and SCSU students, faculty or staff is strictly prohibited and addressed with zero-tolerance.
 13. The SCSU will not tolerate rude, abusive, or degrading behavior on the job site. Inappropriate communications directed towards students, faculty, staff, or any other person on SCSU property is strictly prohibited.
 14. Use of The SCSU communications property (telephone, computers, etc.) must be related to campus responsibilities.
 15. Improper use of SCSU owned equipment and devices by the Contractor is prohibited, unless prior arrangements are made with the COR.
 16. The Contractor will have one point of contact for the duration of each agreement. That person shall be the Contractor Officer Representative (COR). At no time is the Contractor to ask questions or take direction from any other individuals. Should an incident occur where they are approached by SCSU staff, faculty, or students for any requests outside the scope of the contract, the Contractor must direct that person to the COR.
 17. The Contractor must have the ability to communicate effectively and efficiently to SCSU representatives.
 18. Proper attire must be worn at all times. All employees shall present a professional image when working on campus. For employees working in custodial and maintenance capacities, clothing bearing the SCSU logo is preferable. Employees wearing clothing with abusive, profane, political, or divisive language will not be tolerated. Clothing with large and graphic images are not acceptable unless it is the SCSU logo. Clothing shall not be torn and tattered.
 - a. Ball caps and other head gear are not permitted unless they are for the specific purpose of protecting the employee from harsh weather conditions.
 - b. Tank tops, cropped shirts, and shorts are prohibited.
 - c. Footwear must be non-slip and if applicable, OSHA compliant. Open toe shoes are not permitted on site, at any time. (The exception may be for office staff).
 19. The Contractor must not allow its workers and Subcontractors to dispose any food waste/items into its construction dumpster to prevent potential rodent infestation of the dumpster. All food/waste items must be removed daily from inside the buildings and disposed of off Campus daily.
 20. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) for any reason, including in lieu of approved stepladders.
 21. The Contractor will not be allowed to access any rooms or buildings that do not require any work under their agreement. Contractors found in areas, other than as designated for their assignments, may be found to be trespassing, and be reported to authorities.
 22. If the agreement requires that the Contractor shall enter occupied residential spaces, the Contractor must provide 48-hour notice to COR; and must be accompanied by a University escort, which will be assigned by the COR. Contractors shall not enter any residential spaces (occupied or unoccupied) unless it is specifically and expressly stated in the corresponding agreement.

23. Additional staff expectations:

- a. Must be productive in the workplace for the paid time.
- b. Must have good work ethic.
- c. Must always be truthful.
- d. Must be trustworthy and honest.
- e. Must be able to ask questions when in doubt.
- f. Must seek supervisory approvals before leaving the workplace.
- g. Only takes instruction from supervision or management.
- h. Will call supervision and inform if they cannot report to work before the work shift begins.
- i. Must have a clean and professional appearance
- j. Must comply with all University workplace safety regulations.
- k. Makes recommendations about how to make the work better.
- l. Does not abuse time for breaks and lunch periods.
- m. Does not use profanity or abusive language in the workplace.
- n. Does not yell in the workplace.
- o. Is courteous to all employees and customers on campus.
- p. Has a strong desire to work at the university.
- q. Has an attitude of helpfulness.

G. Communications Plan

Contractor(s) shall work with the COR daily and shall foster regular and collaborative communications. Contractor(s) shall be responsible for identifying and reporting program successes and failures and shall provide immediate communication about potential, imminent, or actual emergencies in their areas.

H. Change Management Process

The following applies:

1. Contractor(s) shall strictly adhere to the terms and conditions with regards to nominal changes.
2. Contractor(s) shall furnish immediate advisement to the COR following notification of departure by a member of their key staff, including anyone with duties including staff supervision or project management duties.
3. Contractor(s) shall not undertake any changes to this contract without prior written approval memorialized by an executed change order as described in Section VII of this solicitation document.

I. Payment

Contractor shall provide itemized invoices monthly by e-mail to AccountsPayable@scsu.edu . Additionally, a copy shall be remitted to the COR.

J. End of Contract Concerns

Contractor(s) shall collaborate with SCSU to ensure a challenge-free transition from this contract to the next. Doing so, the Contractor shall:

1. Provide final reports as stated in this scope of work.
2. Shall not hold any employee inaccessible through a non-compete contract; and shall furnish the next Contractor(s) with honest and objective assessments of employee performance as requested by the COR or the next Contractor.
3. Shall provide training or advisement services to Contractor(s) key staff, other employees, or SCSU staff as needed.
4. Shall remove all Contractor-owned equipment and supplies from SCSU campus within 15 calendar days of completion of contract or ownership shall automatically convert to ownership by SCSU.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

South Carolina State University; 300 College Street; Orangeburg, SC 29117

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

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:

Note: There is a 10 mb limit on each single upload into SCEIS and a 31-character limit on the Title SCEIS will accept for files uploaded. Example: Company Name Technical Proposal

A. File 1 (PDF or Word)

Offeror shall attach to the online submission (or on USB Drive), preferably in one continuous file. Offerors are discouraged from providing information not specifically requested in this solicitation, including graphics that are provided as a means of decoration, but serving no meaningful purpose.

File 1 shall be organized in the following order:

Section 1 Cover Page One & Page Two of the solicitation - Limit 2 Pages

1. Company information, applicable signatures and acknowledgement of amendments, which shall be the Headers Pages for this solicitation (Cover Sheet and Page Two). This is the foundation for the Offeror's bid. Offers must include completed versions of these pages as Section 1 of their official bid.
2. Section 1 shall also include a brief overview of the submittal which includes a capabilities statement and specifically states which lots they are offering for.

Section 2 Evaluation Criteria 1 - General Administration and Management

1. Implementation Plan demonstrating how the offeror will approach the beginning of the contract while providing milestone dates. Note: Submissions for grounds and custodial operations must demonstrate how they will raise standards from APPA Level 4 to APPA Level 2 within the first 90 days in addition to a separate plan to discuss how the offeror will maintain continual improvement over the course of the contract.
2. Proposed Staff demonstrating the organization to be provided to SCSU. Also, describing how the offeror will provide adequate staff for all positions related to the offer and resulting contract. Also position descriptions and salary ranges. Offeror shall also disclose minimum qualifications for each position, including levels of education, development, licensure, and certifications.

-
3. Training & Development plan describing the training and development program Contractor will implement for employees. Include subjects, hours of training, content, and provider(s) of the training.
 4. Summary of Qualifications & Experience describing the firm's experience with organizations similar to the SCSU in mission, size, and type.
 5. Offerors shall describe how they plan to institute the following in their operations:
 - a. Implementation of Quality Programs
 - b. Call Center Options
 - c. Disaster Recovery
 - d. Event Staffing
 - e. Key Performance Indicators
 - f. Stakeholder Surveys
 - g. Energy Management

Section 3 Evaluation Criteria 2 – Contract Innovation

Offerors shall provide a list of value-added services that have not been addressed in the solicitation; but may be needed by SCSU to enjoy the most efficient and effective contract available.

Section 4 Evaluation Criteria 3 – Social Responsibility Measures

-
1. Environmentally Preferred (Green) Purchasing for State Agencies - Offerors shall present a plan to SCSU that would help the University remain in compliance and elevate our response to Green Purchasing initiatives defined by SC Department of Health and Environmental Control (SCDHEC). Suggestions include addressing the use of chemicals, sustainable products, and leading/presenting on campus recycling efforts. SCDHEC's guidance is provided online: <https://scdhec.gov/green-purchasing-state-contracts>
 2. Offerors shall demonstrate how they would assist SCSU with efforts to support disadvantaged businesses (SWMBEs) and the local economy. Preferably, the Contractor will provide substantial assistance helping reach the State's requirement for SCSU to expend 10% of our controllable dollars with suppliers Certified by the Office of Small and Minority Business Contracting and Certification (SMBCC). Offerors are cautioned to be very specific and to demonstrate actual Subcontractors who will be used in this area. Also, identify actual suppliers, distributors, and manufacturers that will be utilized to purchase goods or services from disadvantaged or minority suppliers who may or may not be state certified. More information about SMBCC (including a list of certified suppliers) may be found online: <https://smbcc.sc.gov/index.html> Note: Offeror's status as an SWMBE or Local supplier will not be evaluated in this category.

Section 4 Attachments and Additional Items

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1. Minority Participation Form [04-4015-3]
 2. Attachment A: References
 3. Attachments related to qualifications (Section V of this solicitation)
 4. Financial reports – Evidence of the offeror's financial capacity to provide the services being bid.

B. File 2 Evaluation Criteria 3

An original and also redacted copy of the Price Proposal shall be submitted on the same USB Drive as the Technical proposals.

1. The Price Proposal shall be a separate file. No information shall be placed in the Technical Proposal. The original Price Proposal shall be labeled “Price Proposal” and shall include Page 1 of this solicitation.
2. The Price Proposal shall include the Pricing and Fee Structure as follows:
 - a. Describe, in detail, your pricing model/fee arrangement. For Categories 1 and 2, Offerors shall provide a monthly fee, which shall include all expenses related to the services being provided, including labor, chemicals, supplies, equipment purchases and maintenance, etc. This monthly fee shall be provided on the bid schedule and shall be placed on the corresponding line in SCEIS online submittal portal. Offerors shall furnish the monthly price as the unit price, multiply that by 84 months and provide the extended price, which shall also be known as the Total Potential Value of the contract. The extended price shall be entered into Line(s) 1 or 2 of the SCEIS submission. (Note: SCSU reserves the right to request cost and price data related to the offeror’s submission. In which case, the offeror has 24 hours to provide it.)
 - b. Offerors shall provide an hourly rate for each staff position provided to this campus for services.

[04-4005-1]

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(s)? 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(s)? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a Subcontractor(s)? 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(s)? _____

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(s) 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(s) 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]

SUBCONTRACTOR(S) -- 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 Subcontractor(s) 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 Subcontractor(s). [05-5030-2]

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s) or a combination of multiple lots. [06-6015-1]

AWARD CRITERIA -- PROPOSALS (JAN 2006) Modified

Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s) is/are determined to be the most advantageous to the State. Lot 3: Design and Construction may include additional awards to suppliers within competitive range of the highest ranked offeror (not more than 10 points less) [06-6030-1]

AWARD TO MULTIPLE OFFERORS (JAN 2006) - Modified

Award may be made to more than one Offeror. Lot 3: Design and Construction may have multiple awards. [06-6035-1]

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:

1. General Administration and Management
2. Price
3. Contract Innovation
4. Social Responsibility Measures

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. [06-6065-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

(a) Contractor(s) 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(s) 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(s) (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(s) amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, Contractor(s) 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(s) enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor(s) 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)'s insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor(s) 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(s) 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(s) 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(s) by certified mail (return receipt requested) addressed to Contractor(s) at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor(s) 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(s) shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor(s)'s price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit Contractor(s) 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(s) 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(s) 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(s), 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)'s exclusive means of recovering any type of interest from the Owner. Contractor(s) 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(s) 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(s) 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(s) 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(s) 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(s), to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor(s) agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor(s) by the taxing authority. In the event that the Contractor(s) fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to Contractor(s), Contractor(s) 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)'s net income or assets shall be the sole responsibility of the Contractor(s). [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(s) will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor(s) 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)'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(s) 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(s) 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(s) shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor(s)'s claim unless the State is prejudiced by the delay in notification.

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, Contractor(s) shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. Contractor(s) shall meet the requirements of the Fair Labor Standards and all other regulations of the U.S. Department of Labor. Contractor(s) must be an "Equal Opportunity Affirmative Action Employer."

[07-7B035-1]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

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

[07-7B040-1]

CONTRACT LIMITATIONS (JAN 2006)

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

CONTRACTOR(S)'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor(s), Contractor(s) 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(s), his agents, representatives, employees or Subcontractor(s).

(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(s) 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(s) 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)'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)'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)'s insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor(s) 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)'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(s) 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(s) hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor(s) may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor(s) 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(s) 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(S) PERSONNEL (JAN 2006)

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

CONTRACTOR(S)'S OBLIGATION -- GENERAL (JAN 2006)

The Contractor(s) 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(s) must act as the prime Contractor(s) and assume full responsibility for any Subcontractor(s)'s performance. The Contractor(s) 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]

CONTRACTOR(S)'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the Contractor(s). Contractor(s) shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

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(s), terminate this contract in whole or in part if the Contractor(s) 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(s) 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(s) will be liable to the State for any excess costs for those supplies or services. However, the Contractor(s) shall continue the work not terminated.

(c) Except for defaults of Subcontractor(s) at any tier, the Contractor(s) 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(s). 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(s).

(d) If the failure to perform is caused by the default of a Subcontractor(s) at any tier, and if the cause of the default is beyond the control of both the Contractor(s) and Subcontractor(s), and without the fault or negligence of either, the Contractor(s) 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(s) to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor(s) 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(s) has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor(s) 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(s) 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)'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(s) 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)'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]

DISPOSAL OF PACKAGING (JAN 2006)

Contractor(s) shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

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

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

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the

State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your Subcontractor(s) or sub-Subcontractor(s); or (b) that you and your Subcontractor(s) or sub-Subcontractor(s) 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 Subcontractor(s) language requiring your Subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the Subcontractor(s) language requiring the sub-Subcontractor(s) 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(s) 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(s), its Subcontractor(s), 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(s) shall be given timely written notice of any suit or claim. Contractor(s)'s obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor(s) 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]

LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)

- (1) Contractor(s)'s liability for damages to the Using Governmental Unit shall not exceed [a dollar amount].
- (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
- (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a

policy of insurance maintained, or required by this contract to be maintained, by Contractor(s).

(4) The absence in any subcontract of a similar clause limiting Contractor(s)'s liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.

(5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [a dollar amount]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor(s) (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(s) 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 ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (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), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

[07-7B170-1]

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(s) 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(s) 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) (MOD)

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.

All the Contractor(s)'s employees furnishing services to SC State shall be deemed employees solely of Contractor(s) and not – for any purposes whatsoever – employees of SC State. No acts performed or representations – whether oral or written – made by the Contractor(s) with respect to third parties shall be binding on the University except as identified in writing in both the Facilities Management Services contract and the applicable third-party contract(s).

[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 1years, 0months, 0days 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 year(s), month(s), and day(s), unless Contractor(s) 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(S) (JAN 2006)

Contractor(s) 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 090days prior to the expiration of the then current term. [07-7B250-1]

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

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

TERMINATION FOR CONVENIENCE (JAN 2006)

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

(2) Contractor(s)'s Obligations. The Contractor(s) shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor(s) will stop work to the extent specified. The Contractor(s) shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor(s) 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(s) to assign the Contractor(s)'s right, title, and interest under terminated orders or subcontracts to the State. The Contractor(s) 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(s) 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(s) has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor(s) shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor(s) in which the State has an interest. If the Procurement Officer does not exercise this right, the Contractor(s) shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The Contractor(s) 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(s) fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor(s), if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the Contractor(s) 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(s) 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(s) under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor(s) 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(s) 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)'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

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information (and all attachments discussed for File 2 in Section IV of this solicitation) as a separate document:

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1. Facilities Office Management	84.000	Months	\$ _____	\$ _____ -
2. Skilled & Trades	84.000	Months	\$ _____	\$ _____ -
3. Planning and Construction	1	Hour/Staff Member	\$ _____	
<i>Prices provided in the garnet font is what should be placed on the corresponding line in the SCEIS online submittal.</i>				
Product Catg.: 95815 - Building and Facilities Management Services				
Item Description: Building and Facilities Management Services				
Internal Item Number: 1				

[08-8015-1]

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST

The following documents are attached to this solicitation:

- A. References
- B. Important Tax Notice – Non-Residents
- C. Offeror Checklist
- D. Clarification of Procurement Responsibilities
- E. Waste Collection Schedule
- F. Irrigation System
- G. Parking Rules and Regulations
- H. Artificial Grass Care
- I. Additional Specifications for Grounds Maintenance
- J. Performance Plan for Custodial Operations
- K. Instructions for Cost and Price Data
- L. Maintenance Services Specifications
- M. Resizing Plan
- N. Building Inventory

[09-9002-1]

STATE OF SOUTH CAROLINA
 SFAA, DIV. OF PROCUREMENT SERVICES
 1201 MAIN STREET, SUITE 600
 COLUMBIA SC 29201

Intent to Award

Posting Date: December 11, 2023

Solicitation: 5400024059
Description: FACILITIES MANAGEMENT SERVICES
Agency: South Carolina State University

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **December 21, 2023**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

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

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

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

- (a) by email to protest-mmo@mmo.sc.gov, or
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400033650
Awarded To: PROJECT SOLUTIONS GROUP LLC (7000331631)
 3820 NORTHDALD BLVD, STE 300
 TAMPA FL 33624

Maximum Contract Period: December 21, 2023 through December 20, 2028

Item	Description	Total
1	Facilities Office Management-60 Months	\$117,299.00
1	Skilled & Trades-Months 1-3	\$750,400.33
1	Skilled & Trades-Months 4-60	\$473,305.55

Sheila O. Willis, CPPB

SHEILA O. WILLIS, CPPB
Procurement Officer

PROPOSAL EVALUATION RESULTS
540004059 SCSU Facilities Management

Date: 8/16/2023

TECHNICAL PROPOSALS

Scorecard 1: C&W Facility Svcs	Max Points	Eval1	Eval2	Eval3	Eval4	Eval5	Total
Gen Admin & Mgmt	45	39	23	30	20	25	
Contract Innovation	15	10	10	15	5	3	
Social Responsibility Measures	15	10	10	15	10	5	
Sum	375	59	43	60	35	33	230
Scorecard 2: HHS ED	Max Points	Eval1	Eval2	Eval 3	Eval 4	Eval 5	Total
Gen Admin & Mgmt	45	43	25	45	35	30	
Contract Innovation	15	13	12	5	13	10	
Social Responsibility Measures	15	13	13	5	15	7	
Sum	375	69	50	55	63	47	284
Scorecard 3: Owens	Max Points	Eval1	Eval2	Eval3	Eval4	Eval5	Total
Gen Admin & Mgmt	45	30	23	5	10	25	
Contract Innovation	15	8	10	5	3	3	
Social Responsibility Measures	15	7	10	5	5	3	
Sum	375	45	43	15	18	31	152
Scorecard 4: PSG	Max Points	Eval1	Eval2	Eval 3	Eval 4	Eval 5	Total
Gen Admin & Mgmt	45	43	25	45	40	40	
Contract Innovation	15	14	15	15	15	15	
Social Responsibility Measures	15	14	13	15	15	10	
Sum	375	71	53	75	70	65	334

Vendor	Offer	Lowest Price	Max %	Act. %	Max Pts	Points	Total Price points
C&W	\$ 42,802,541.00	\$ 37,014,852.00	100	86%	25	22	108.10
HHS	\$ 37,014,852.00	\$ 37,014,852.00	100	100%	25	25.00	125.00
Owens	\$ 41,297,578.50	\$ 37,014,852.00	100	90%	25	22	112.04
PSG	\$ 56,226,039.00	\$ 37,014,852.00	100	66%	25	16.46	82.29

Vendor	Tech	Price	Combined
C&W	230	108.10	338.10
HHS	284	125.00	409.00
Owens	152	112.04	264.04
PSG	334	82.29	416.29