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GRANT GILLESPIE  
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES  
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DIVISION DIRECTOR  
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JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
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## Protest Decision

**Matter of:** J&H Janitorial Company LLC

**File No.:** 2025-103

**Posting Date:** August 21, 2024

**Contracting Entity:** Greenville Technical College

**Solicitation No.:** GTC24-05-301IFB

**Description:** Janitorial Services- Center for Manufacturing Innovation and Center for Health and Life Sciences

### DIGEST

The Chief Procurement Officer (CPO) denies the protest of J&H Janitorial Company LLC (J&H) arguing that the bid price of the awarded vendor was unreasonably low. Exhibit A.

### AUTHORITY

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

### BACKGROUND

On June 17, 2024, Greenville Technical College (the College) issued a solicitation for competitive sealed bids to provide janitorial services for Center for Manufacturing Innovation and Center for Health and Life Sciences (the Facilities). [Exhibit B] On July 2, 2024, the College issued Amendment 1 making limited modifications to the solicitation and answering

vendor questions. [Exhibit C] The solicitation, as amended, required the successful bidder to clean the Facilities at APPA<sup>1</sup> level 2 Standards.

By the deadline for receipt of proposals, the College received 11 bids including bids from J&H and American Facilities Services, Inc. (American). [Exhibit D] the On August 1, 2024, the College posted an Intent to Award a contract to American. [Exhibit E] On August 5, 2024, J&H protested the College's intended award on the grounds that "[i]t is impossible and therefore unreasonable to clean 237,000 square feet to APPA 2 standards for \$136,200.00 per year or \$0.57 per square foot."

## DISCUSSION

A bidder's claim that another bidder has bid an unreasonably low price is not a valid ground of protest. *In Re: Appeal by Catamaran, LLC*, Panel Case No. 2015-2 (Procurement Review Panel). See also, *Ferguson Surveying and Engineering*, B-244570.2, 1991WL 243193, at \*1 (Comp. Gen. Nov. 8, 1991) ("A protester's claim that another offeror has submitted an unreasonably low price or even that the price is below the cost of performance – *is not a valid basis for protest*. A bidder or offeror, in its business judgment, properly may decide to submit a price that is extremely low."); *Indeck Power Equipment Co.*, 8 -259151.2, 1995 WL 150472, at \*2 (Comp. Gen. April 3, 1995) ("As the *inclusion of "unrealistically" low prices under some line items also does not violate any statute or regulation*, Nationwide's preparing its bid in this manner does not provide a basis for rejecting it. In this regard, we have recognized that a bidder, for various reasons in its business judgment, may decide to submit a below-cost bid, and there generally is *no basis for objecting* to the submission or acceptance of such a bid") (emphasis added); *PHT Corp.*, B-297313, 2005 WL 3533303, at \*3 (U.S. Comp. Gen. Dec. 8, 2005) ("[A] protestor's claim that an offeror submitted an 'unreasonably' low price- even that the price is below the cost of performance - is not a valid basis for protest. An offeror, in its business judgment, properly may decide to submit a price that is extremely low."). This is true where, as here, the solicitation

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<sup>1</sup> APPA is an association of educational facilities professionals previously known as the Association of Physical Plant Administrators.

includes a clause stating that the Procurement Officer may reject a bid if the officer determines that the offer is unreasonable as to price. This clause is based Regulation 19-445.2070E which states “Any bid **may** be rejected if the responsible procurement officer determines in writing that it is unreasonable as to price.”<sup>2</sup> [emphasis supplied] The inclusion of the word “may” indicates a decision to reject a bid for price unreasonableness is discretionary, not mandatory. Nothing in this Regulation requires the procurement officer to analyze a low bid for price reasonableness or to reject a bid even if the procurement officer believes the price is unreasonably low.

## **DECISION**

For the reasons stated above, the CPO denies J&H’s protest.



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John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

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<sup>2</sup> Such a clause is standard in state solicitations and was in the solicitation at issue in *In Re: Appeal by Catamaran, LLC*.

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Protest Appeal Notice (Revised July 2024)*

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

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

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

**FILING FEE:** Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

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

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\_\_\_\_\_  
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: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

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

# Exhibit A

**From:** [Randall Taylor](#)  
**To:** [Protest-MMO](#)  
**Cc:** [Hayes Taylor](#)  
**Subject:** [External] Notice of Protest  
**Date:** Monday, August 5, 2024 9:56:11 AM  
**Attachments:** [Protest letter.docx](#)

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Please find the attached letter detailing our reasons for protesting the award of solicitation GTC24-05-301-IFB.

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Randall Taylor  
Vice President of Operations  
J and H Janitorial Co.  
256-786-9100  
[randall.taylor@jandhjanitorial.com](mailto:randall.taylor@jandhjanitorial.com)



# J&H Janitorial Company LLC

Notice of Protest

08/01/2024

To Whom it May Concern

On page one of solicitation GTC24-05-301IFB, section I scope of solicitation it states that your institution was seeking a vendor to provide APPA level 2 cleaning for the CMI and the CHLS buildings listed in the RFP and confirmed in the amendment of 7/25/2024 as equaling 237,000 square feet. The RFP also states on page five under the pricing section that the procurement officer may reject any offer due to unreasonable pricing. The awarded bid was for \$136,200.00 annually or \$0.57 per square foot. It is impossible and therefore unreasonable to clean 237,000 square feet to APPA 2 standards for \$136,200.00 per year or \$0.57 per square foot. APPA 2 standard in educational facilities is 17,000 square feet per custodian. Each custodian working an eight-hour shift and being generous to say that they could clean 3000 square feet per hour you would need 10 FTE's to fulfill the requirements. At that number with the wage rate being minimum wage payroll alone would be \$158,000.00 annually. Thus on these grounds, we announce our intent to protest the award.

Sincerely,

Randall H. Taylor  
Vice President of Operations







Greenville Technical College

### Invitation for Bids

## Exhibit B

Solicitation Number: GTC24-05-301IFB  
 Janitorial Services – CMI - CHLS  
 Date Issued: June 17, 2024  
 Procurement Officer: Valentina Johnson  
 Phone: 864-250-8180  
 E-Mail Address: valentina.johnson@gvltec.edu  
 Mailing Address: PO Box 5616 Greenville, SC 29606

DESCRIPTION: **Janitorial Services- Center for Manufacturing Innovation and Center for Health and Life Sciences**

USING DEPARTMENT: Property Management

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: Greenville Technical College Purchasing – MS 1236 PO Box 5616 Greenville, SC 29606-5616	PHYSICAL ADDRESS: Greenville Technical College Bldg.123 Room 207 738 S. Pleasantburg Dr Greenville, SC 29607
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**SUBMIT PROPOSAL BY (Opening Date/Time): July 22, 2024 @ 2:00 PM** (See "Deadline for Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: June 27, 2024 @ 5:00 PM** (See "Questions from Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: One (1) original hard copy & one (1) hard copies marked COPY. A redacted copy may also be submitted. If submitting a redacted copy – See Section IV. Submitting Redacted Offers for instructions. Must also submit 1 copy on USB flash drive. Initial here if NO redacted copy is necessary \_\_\_\_\_**

CONFERENCE TYPE:	DATE & TIME:
<p><b>Site Visit is Non-Mandatory but it is highly encouraged.</b>            If you choose not to have a site visit, this does not relieve you 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 .College.</p>	<p>Site visits can be scheduled on June 19, 2024 and June 26, 2024 from 9:00 AM to 3:00 PM</p> <p>Please contact Barbie Brinson at 864-884-0924 or Paul Snoad at 864-444-9560 for details.</p>

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

### AWARD & AMENDMENTS

Award is scheduled to be posted on **August 1, 2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.gvltec.edu/purchasing/>

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

NAME OF OFFEROR (full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

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

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

- Sole Proprietorship
- Corporate entity (not tax-exempt)
- Partnership
- Corporation (tax-exempt)
- Other \_\_\_\_\_
- 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)

**(check only one)**

**(check only one)**

\_\_\_\_ Payment Address same as Home Office Address

\_\_\_\_ Order Address same as Home Office Address

\_\_\_\_ Payment Address same as Notice Address

\_\_\_\_ Order Address same as Notice Address

**ACKNOWLEDGMENT OF AMENDMENTS**

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

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

**DISCOUNT FOR PROMPT PAYMENT** (See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

\_\_\_\_\_ Calendar Days (%)

**PREFERENCES - A NOTICE TO VENDORS (SEP 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) & (6)] [02-2B111-1]

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

**PREFERENCES DO NOT APPLY 11-35-1524 (E)(5)**

\_\_\_\_ In-State Office Address same as Home Office Address

\_\_\_\_ In-State Office Address same as Notice Address (check only one)

# Solicitation Outline

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

## **I. SCOPE OF SOLICITATION**

Greenville Technical College is seeking a qualified Contractor to provide professional APPA Level 2 janitorial services for the Center for Manufacturing Innovation (CMI) and the Center for Health and Life Sciences (CHLS).

### **ACQUIRE SERVICES (MODIFIED)**

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

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

Start Date for CMI: 10-01-2024 End Date: 09-30-2029

Start Date for CHLS: 8-15-2024 End Date: 09/30/2029.

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 will be a one (1) year contract with four (4) options to renew for a period of one (1) year each option. The maximum potential length of this contract if all options are exercised is five (5) years. Only one award will be issued for this solicitation.

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

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

**CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT, EVEN IF NOT CAPITALIZED.**

**THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.**

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

#### **AMENDMENTS TO SOLICITATION (MODIFIED)**

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

#### **AUTHORIZED AGENT (FEB 2015)**

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

#### **AWARD NOTIFICATION (MAR 2024)**

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, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

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

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

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

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

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

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

#### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024): 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. [02-2A032-2]

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

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

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

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>. [02-2A040-1]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)**

*("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))*

*(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.*

*(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will*

*notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.*

*(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]*

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening.

[R.19-445.2070(H)] [02-2A050-1]

#### **ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)**

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

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

#### **DUTY TO INQUIRE (FEB 2015)**

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

#### **ETHICS CERTIFICATE (MAY 2008)**

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

#### **MULTIPLE OFFERS (MAR 2024):**

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

#### **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]

### **PRICING (MAR 2024)**

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

### **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 (MAR 2024)**

(a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at [www.procurement.sc.gov/legal](http://www.procurement.sc.gov/legal) [02-2A085-3]

### **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]

### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

### **QUESTIONS FROM OFFERORS (FEB 2015)**

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

(b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

**E-mail questions to [valentina.johnson@gvltec.edu](mailto:valentina.johnson@gvltec.edu) no later 5:00 PM, on June 27, 2024 titled in subject line "GTC-24-05-301IFB Janitorial Services for Center for Manufacturing Innovation and Center for Health and Life Sciences". Questions received after this date and time will not be answered.**

### **REJECTION/CANCELLATION (JAN 2004)**

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

**RESPONSIVENESS (MAR 2024):**

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

**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 (MODIFIED)**

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

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

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

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

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

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

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from



withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

### **SUBMITTING A PAPER OFFER OR MODIFICATION (Modified)**

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

- (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).
- (b)(1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be closed 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.**

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

### **VENDOR REGISTRATION MANDATORY (MAR 2024)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID and 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 or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

### **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**

### **MAIL PICKUP (MODIFIED)**

The Logistics Management Office of Greenville Technical College picks up all mail from The US Postal Service only once daily around 8:00 a.m. (excluding weekends and holidays). See provision entitled Section II. A. Deadline for Submission of Offer.

### **PREFERENCES - A NOTICE TO VENDORS (SEP 2009)**

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

**PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)**

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

**PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

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

**PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)**

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

**PROTEST - CPO - MMO ADDRESS (MAR 2024)**

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, or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

**SITE VISIT - BY APPOINTMENT (MODIFIED)**

Site visits can be scheduled on June 19, 2024 and June 26, 2024 from 9:00 AM to 3:00 PM. Appointment for a site visit may be made by contacting: Barbie Brinson at 864-884-0924 or Paul Snoad at 864-444-9560.

If you choose not to have a site visit, this does not relieve you 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 College.

**III. SCOPE OF WORK/SPECIFICATIONS**

Greenville Technical College is seeking a qualified Contractor to provide professional APPA Level 2 janitorial services for the Center for Manufacturing Innovation (CMI) and the Center for Health and Life Sciences (CHLS). Only one award will be issued for this solicitation.

- **CMI** is approximately 100,000 square feet consisting of classrooms, meeting rooms, offices, training labs, multi-purpose meeting room with an approximate capacity of 85 people that are used for college functions as well as outside groups and organizations. CMI has an upper and lower level. The upper level has classrooms and administrative offices typical in a large educational/commercial facility. The lower level will have manufacturing training areas and associated classrooms and labs. CMI is located at 575 Millennium Boulevard, Greenville, South Carolina, 29607.

- **CHLS** is approximately 137,000 square feet of usable space consisting of classrooms, medical training facilities, science labs, meeting rooms, offices, and a multi-purpose meeting room with an approximate capacity of 200 people that will be used for college functions and by outside groups and organizations. CHLS has 4 levels and is located on the Barton Campus at 506 South Pleasantburg Drive, Greenville, South Carolina, 29607.

### **CENTER FOR MANUFACTURING INNOVATION (CMI)**

CMI is a state-of-the-art manufacturing teaching, training and research facility. It is the vision of Greenville Technical College that CMI will be open to teaching, training and research activities 24 hours a day. Heaviest usage of CMI for teaching, training, research, college and community events will occur during normal hours of operation, however, it is foreseeable that facility usage will be an evolving process and vendor will be expected to be flexible and schedule cleaning activities at times when it will be the least disruptive to CMI's operational mission. CMI will be maintained in a state of continual cleanliness in order to best achieve Greenville Technical College's mission and commitment to students, faculty, staff and other stakeholders.

**Hours of Operation:** 24 hours a day.

**Normal Business Hours:** Monday through Friday, 7am to 11pm EST

**Day Porter:** CMI will require one (1) day porter to work from 8 am to 4:30 pm Monday – Friday. Day Porter will be expected to actively clean CMI throughout work shift and to respond to requests for custodial service from CMI faculty and staff including assisting with event set-ups and breakdowns as needed.

**Evening Cleaning:** Evening cleaning staff are expected to begin no earlier than 5 pm. Staffing levels should be no less than three (3) individuals for the evening shift.

**Upper Level:** Contractor will clean upper level at APPA Level 2 standards including but not limited to offices, restrooms, classrooms, labs, conference rooms.

**Lower Level:** Contractor will clean the high bay areas one (1) time per week preferably on Friday, Saturday or Sunday assuming area is available for cleaning. Thorough sweeping of debris and then auto-scrub the entire floor that is open and accessible. Moveable objects and furniture to be moved by vendor to facilitate floor cleaning.

**Outdoor Areas:** Contractor will keep outdoor furniture clean and will empty outdoor trash containers within 50 feet of building. Entrances shall be swept clean.

***Note:** High Bay Area North and South sections will be cleaned by instructors and students and is not included in this IFB. Area excluded from this solicitation is delineated on lower level floor plan.*

### **Center for Health and Life Sciences (CHLS)**

CHLS is a state-of-the-art teaching and training facility. Normal operations and community events will occur during normal hours of operation; however, it is foreseeable that facility usage will be an evolving process and vendor will be expected to be flexible and schedule cleaning activities at times when it will be the least disruptive to the college's operational mission. CHLS will be maintained in a state of continual cleanliness in order to best achieve Greenville Technical College's mission and commitment to students, faculty, staff and other stakeholders.

**Evening Cleaning:** Cleaning and maintenance activities for CHLS will begin no earlier than 5 pm and will continue through the night so the facility is APPA Level 2 clean by 7 am.

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**Personnel:** Contractor's employees will wear easily identifiable company uniforms. Greenville Technical College will have the discretion to require Contractor to replace any employee at any time for any reason immediately upon request.

**Background Checks:**

Contractor must perform SLED background checks on all assigned employees, and if employee is found to have been convicted of a crime, contractor must inform Greenville Technical College Program Area Contact. Greenville Technical College will have ultimate authority to make final hiring decision based on the agency's assessment of the nature, severity, and date of offense. Contractor must maintain record of background checks and, upon request, make those records available to Greenville Technical College. Contractor shall also ensure employee(s) is not on SC and National Sex Offender Registries. Background checks must be completed before an employee report for work.

**Cleaning Standards – APPA Level 2:** Ordinary Tidiness indicators • Floors and base molding shine and/or are bright and clean; colors are fresh. • There is no buildup in corners or along walls greater than two days old. • All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints that are greater than two days old. Lights all work and fixtures are clean. • Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate. • Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

Green Cleaning methods are preferred which includes cleaning products and equipment. A general explanation of cleaning processes is requested

**On a daily basis Contractor shall:**

- Clean and keep free of debris classrooms, offices, conference rooms, lab areas and whiteboards.
- Clean and keep indoor trash containers odor free.
- Check, empty and deliver recycling containers to the designated collection point.
- Keep building furniture and other furnishings clean on a continuous basis. Remove spots and stains.
- Keep carpet clean and free of debris. Remove spots and stains.
- Keep hard surface flooring clean and free of debris. Remove streaks and spots.
- Remove any accumulation of dust, dirt, debris, marks streaks smudges and fingerprints from all vertical, horizontal and angled surfaces from floor level to a height up to 120 inches.
- Keep interior glass clean from floor level to a height up to 120 inches. Remove streaks, smudges and fingerprints from glass from floor level to height up to 120 inches high.
- Keep entryway glass and doors clean on a continuous basis from floor level to a height up to 120 inches. Remove streaks, smudges and fingerprints from glass from floor level to height up to 120 inches high.
- Keep restroom fixtures, floors, walls and partitions clean on a continuous basis.
- Keep all restroom dispensers stocked with an adequate supply at all times.
- Clean and sanitize drinking fountains daily.
- Keep custodial closets neat and orderly on a continuous basis.
- Vacuum air vents at a frequency to keep them continually clean.
- Keep light fixtures continually cleaned.

**Equipment and Supplies:**

- Contractor shall provide all necessary supplies and equipment necessary to perform the services required in this solicitation.
- Personnel shall be trained and possess the necessary skills and ability to provide quality services at APPA level 2 cleaning standards.
- Equipment and products must be professional-quality grade suitable for cleaning commercial/educational facilities at APPA level 2 cleaning standards.
- Contractor shall employ "Green" cleaning methods, products and equipment.
- Contractor shall use cleaning products that are considered to be environmentally friendly.
- Contractor shall follow and comply with all federal, state and local laws, rules, guidelines and regulations including all OSHA regulations.
- Contractor shall provide all Safety Data Sheets (SDS) to Greenville Tech prior to bringing products into facility in order for SDS to be uploaded into MSDS online
- Contractor shall ensure all containers are properly labeled
- Contractor will be able to store equipment on site. Custodial closets will be available.

**Greenville Technical College reserves the right to limit or reject the use of any product or equipment used by the Contractor.**

**Note: Greenville Technical College will provide trash bags, waxed sanitary restroom bags, paper towels, toilet tissue and hand soap for use in restrooms and other areas in the building. Greenville Technical College will add, repair or replace paper towel, toilet tissue and hand soap dispensers as needed.**

**The Contractor shall inform the Facility Manager when supplies are low for reorder. Supplies shall not get below a two -week window.**

**Special Events:**

There will be select days/weekends in the year that may require additional work hours (for instance graduation ceremony). Staffing need will be assessed prior to the event/weekend and the cost for the additional staff time will be per event/number staff/hours worked/overtime etc.

**Security**

- Entryway doors are to be closed and locked during non-business hours.
- All unoccupied rooms must be locked when cleaning activities are completed.
- Contractor shall be responsible for the safe keeping of all keys and devices issued. Contractor will be held responsible for lost keys and devices and will incur the cost of replacement and potentially the cost to re-key the facility.

- Contractor employees will report any criminal or suspicious activity to security, management staff or Greenville Tech Police immediately.

**Supervision and Quality Control**

Contractor shall provide contact information to include the name, email address and cell phone number of a person designated as a first point of contact for all questions or issues regarding services provided. The Contractor’s designee shall meet in-person with college staff as requested to discuss and address issues or concerns related to the scope of work outlined in this solicitation. Any cleaning deficiencies will be noted, communicated to the Contractor’s designee and shall be corrected by Contractor within 2 business days.

**Damage to College Property**

When it is necessary for the Contractor’s employees to move furniture, it shall be done with extreme care as to not damage the furniture. The Contractor shall clean up and/or rectify any damage to College property, caused by the Contractor’s employees or any individuals connected with the Contractor. The Contractor shall be responsible for reporting immediately to the College, the occurrence of damage to College property caused by or connected in any way to the services provided under this contract.

**Additional / Future Locations.** The College may add or remove locations at any time during the life of this contract and will work with the awarded vendor to adjust pricing accordingly.

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED)**

You shall submit a signed Cover Page and Page Two. You must submit paper offers. Greenville Technical College is not accepting electronic, email, or facsimile offers at this time. Your offer should include all other information and documents requested 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. GTC reserves the right to request a copy of the current annual report or certified financial statement prepared by a certified Public Accountant, indicating financial capability to furnish the services specified. If requested, this information must be provided within 48 hours.

**MINORITY PARTICIPATION (APR 2024)**

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

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

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

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.) [04-4015-4]

**V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR (MAR 2015)**

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the

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

#### **QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)**

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

- Five (5) years commercial experience cleaning large commercial/educational facilities similar in size and scope.

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

[05-5010-2]

#### **QUALIFICATIONS – REQUIRED INFORMATION (MODIFIED)**

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position must be furnished upon request. Information must be provided within 48 hours and may include, but it's not limited to the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (at any time during the past five years) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every South Carolina public body for which supplies or services have been provided at any time during the past five years, if any. (e) List of failed projects, suspensions, debarments, and significant litigation.

Bidders must also submit:

- Three (3) References for similar services - References shall include the following:
  - Client name, address, phone, and email address
  - Type of Facility/Operation (i.e. educational, manufacturing, commercial offices etc.)
  - Description of all services provided
  - Performance period
  - Total annual amount of contract
- A list of equipment to be used to perform janitorial services for this contract.
- A list of cleaning supplies to be used or an explanation of the cleaning process to be used to demonstrate green cleaning practices.

**Greenville Technical College reserves the right to site visit listed references with the prior approval of the listed reference.**

#### **SUBCONTRACTOR – IDENTIFICATION (FEB 2015)**

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

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA – BIDS (JAN 2006)**

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

### **AWARD TO ONE OFFEROR (JAN 2006)**

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

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

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

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

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

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

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

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

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

### **CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)**

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)**

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

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

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

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

**DISPUTES (JAN 2006)**

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

**EQUAL OPPORTUNITY (JAN 2006)**

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

**FALSE CLAIMS (JAN 2006)**

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

**FIXED PRICING REQUIRED (JAN 2006)**

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

**NO INDEMNITY OR DEFENSE (FEB 2015)**

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

**NOTICE (JAN 2006)**

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

**OPEN TRADE (JUN 2015)**

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

**PAYMENT & INTEREST (FEB 2021)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless



otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (c) 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. (d) 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 (b) and (c) 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. (e) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

#### **PUBLICITY (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **CHANGES (JAN 2006)**

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

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

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

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

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

[07-7B025-1]

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

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

## **CONTRACTOR'S LIABILITY INSURANCE – GENERAL (FEB 2015)**

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

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

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

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

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

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

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

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

### **CONTRACTOR PERSONNEL (JAN 2006)**

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

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

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

### **CONTRACTOR'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. Contractor 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, terminate this contract in whole or in part if the Contractor fails to: (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

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

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. (g) If, after termination, it is determined that the Contractor was not in default, or that the default was

excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause. (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

#### **DISPOSAL OF PACKAGING (JAN 2006)**

Contractor 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]

#### **ILLEGAL IMMIGRATION (NOV 2008)**

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

#### **INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

#### **LICENSES AND PERMITS (JAN 2006)**

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

#### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

#### **OWNERSHIP OF DATA & MATERIALS (JAN 2006)**

All data, materials and documentation prepared for the college 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 (including profit, if otherwise allowed):

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

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

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

[07-7B160-1]

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

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

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

[07-7B185-1]

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

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

#### **RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

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

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

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

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

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year(s), (0) month(s), and (0) day(s), unless contractor receives notice that the state elects not to renew the contract at least sixty (60) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

Principles.

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

[07-7B265-1]

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**VIII. BIDDING SCHEDULE**

Item	Location	Monthly Cost	Annual Estimated Quantity	Extended (Annual) Cost
1	CMI	\$	12	\$
2	CHLS	\$	12	\$
<b>BID TOTAL</b>				<b>\$</b>

**Please carefully read the Preferences sections in this document prior to claiming any preference**

Initial here if you are claiming Resident Contractor Preference \_\_\_\_\_

Initial here if you are claiming Resident Subcontractor Preference \_\_\_\_\_

Initial here if you are claiming Resident Vendor Preference \_\_\_\_\_

**Special Events**

**This is Information Only. Special Event Cleaning will NOT be used in bid price evaluation.**

Special Event Cleaning Price Per Hour Per Person\* \$ \_\_\_\_\_

\*(Special events would be considered graduations, conferences, etc. May need up to 8 people depending on event.)



## **IX. ATTACHMENTS TO SOLICITATION**

- Supplier Classification Form
- NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
- Floor Plans



# SUPPLIER CLASSIFICATION FORM

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Email Address: \_\_\_\_\_

Principal Product/Service: \_\_\_\_\_ Current supplier?  YES NO

**Complete below to identify and certify your company qualifies as Large, Small, Women or Minority owned:**  
(Check only those that apply)

- Large Business Concern** – A major corporation with more than 500 employees.
- Small Business Concern** – A business concern, including its affiliates, independently owned and operated which is not dominant in the field of operation and which meets Small Business Administration standards as to the number of its employees and/or dollar volume of its business. (Generally under 500 employees)
- Minority Business Concern** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more minority individuals or other individuals found to be economically and socially disadvantaged as established by the South Carolina’s Division of Small and Minority Business Contracting and Certification (SMBCC) and whose management and daily operation are controlled by such individuals. *Check all appropriate boxes below:*
  - African American  Female
  - Hispanic American  Male
  - Asian-Pacific American
  - Native American (American Indian, Eskimo, Aleut)
- Women Owned Business Concern** – A business that is at least 51% owned by a non-minority woman who controls the daily management.
- Veteran Owned** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more Veterans.

**CERTIFICATION STATUS:**

- My company is certified by an authorized agency (attach copy).

\_\_\_\_\_  
Signature of Preparer

\_\_\_\_\_  
Printed Name of Preparer

\_\_\_\_\_  
Date

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

**INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**Submit this form to the company or individual you are contracting with.**

**Do not submit this form to South Carolina Department of Revenue (SCDOR).**

**PURPOSE OF AFFIDAVIT** A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS** Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

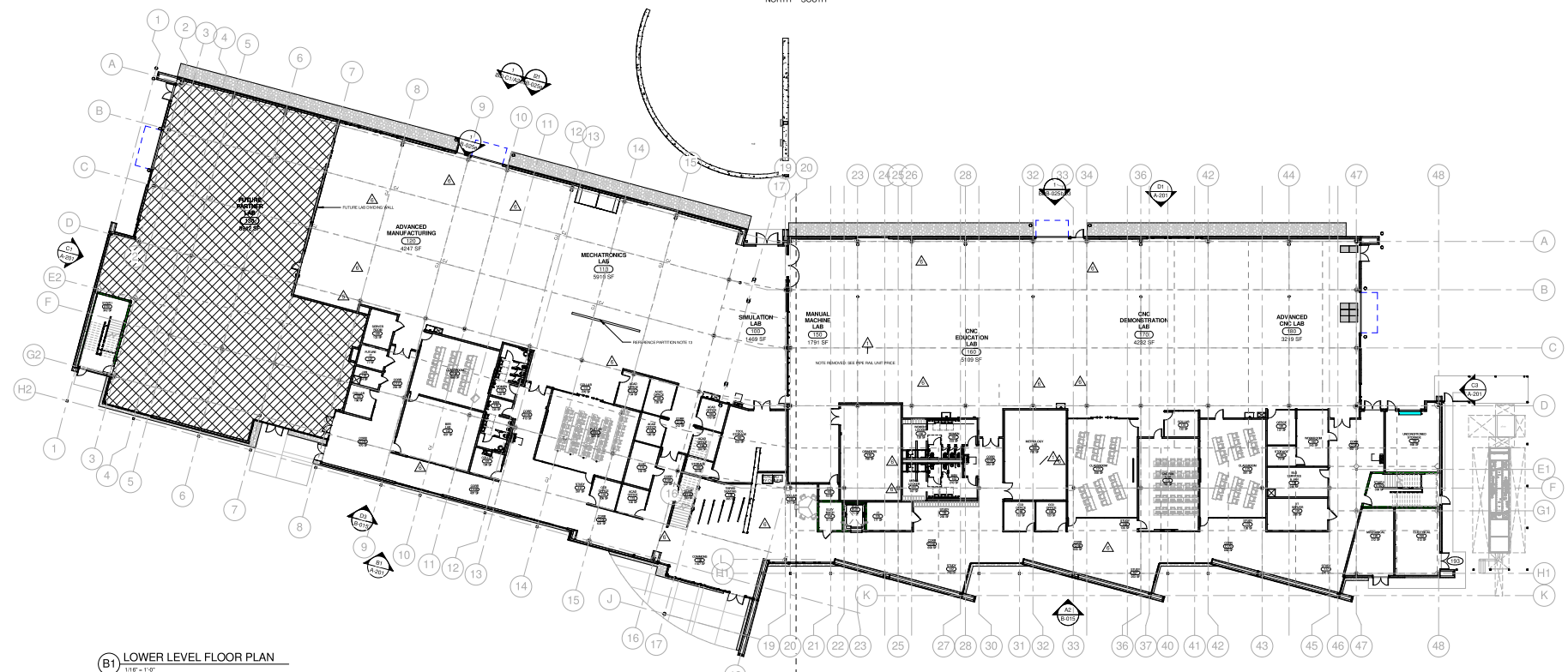
The form may be accessed on the SCDOR website at the following link:

<https://dor.sc.gov/forms-site/Forms/I312.pdf>

CMI

NORTH SOUTH

NORTH SOUTH



REVISIONS:

No.	Description	Date
1	BASE REVISIONS	05/14/2013
2	CLARIFICATIONS	07/07/2013
3	DRAWING CORRECT & USE RESPONSE	07/07/2013
4	DRAWING CORRECT & USE RESPONSE	08/17/2013

STATE PROJECT NO: H59 - 6083 - JM  
PROJECT: 3202-127050  
DATE: 6 JANUARY 2016  
DRAWN BY: JC  
CHECKED BY: CB

**OVERALL LOWER LEVEL FLOOR PLAN**

**A-101**

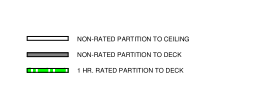
**FLOOR PLAN SHEET NOTES**

- INTERIOR DIMENSIONS INDICATED ARE TO FACE OF FINISH FACE OF STUD, PARTITION CENTERLINE AND CENTERLINE OF COLUMNS, UNO.
- LOCATE DOOR OPENINGS 4' FROM NEAREST RECURRING WALL.
- FIRE AND SOUND RATED WALLS/PARTITIONS TO BE CONSTRUCTED TIGHT TO STRUCTURE. THE FINISH, JOIST WORK AND OTHER PENETRATIONS. ALL WORK IS TO BE BUILT TO STRIKE THE ABOVE.
- WHERE PARTITIONS OF DIFFERENT FIRE RATINGS INTERSECT, THE HIGHEST RATED PARTITION SHALL CONTINUE THROUGH. MAINTAIN PARTITION FIRE RATING BEHIND RECESSED FIRE EXTINGUISHER CABINETS.
- INSTALL BLOCKED IN PARTITIONS FOR CASEWORK, WALL MOUNTED EQUIPMENT, TRIM AND RELATED CONSTRUCTION AS INDICATED IN THE SPECIFICATIONS.
- SEE SHEET A-101 FOR DOOR WINDOW & GLAZING TYPES.
- SEE SHEET A-101 FOR COVER TYPES.
- SEE SHEET A-101 FOR CONSTRUCTION SUBSYSTEMS (OR PARTITION SCHEDULE).
- SEE SHEET A-101 FOR CONSTRUCTION SCHEDULES, SECTIONS & DETAILS.
- SEE SHEET A-26 AND A-101 FOR INTERIOR ELEVATIONS, ACCESSORY DESIGNS & FINISH SCHEDULES.
- SEE SHEET A-101 AND A-102 FOR FINISH FLOORING, TRANSITIONS, PATTERNS AND PARTITION TYPES.
- SEE SHEET A-101 FOR FINISH SCHEDULE.
- SEE SHEET A-101 FOR DIMENSIONS INDICATING ADDITIONAL DIMENSIONS AND PARTITION TYPES.
- SEE STRUCTURAL DRAWINGS FOR SLAB DEPRESSIONS AND CUTOUPS.

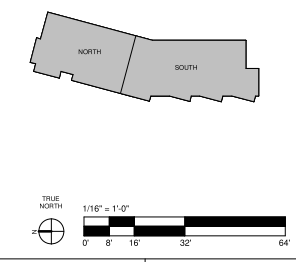
**PARTITION NOTES**

- TILE BACKER BOARD SHALL BE USED IN ALL LOCATIONS TO RECEIVE TILE FINISHES. REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR LOCATIONS.
- CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR PRIOR TO FABRICATING GIP PARTITION WALLS.
- SHOULD CONDITIONS OCCUR WHERE WALL IS UNABLE TO GO STRAIGHT UP TO STRUCTURE DUE TO PIPING, DUCTWORK, ETC., THE PARTITION SYSTEM BOARD AND FRAMING MAY JOCK HORIZONTALLY ABOVE THE CEILING TO AVOID THE PROBLEM. RATED WALL INTEGRITY SHALL BE MAINTAINED.
- WHERE STUDS EXTEND TO STRUCTURE AND OVERLAP WALLBOARD AND SOUND ATTENUATION BLANKETS EXTEND JUST ABOVE THE FINISH CEILING, CAP OFF PARTITION FINISHES WITH A RUNNER CHANNEL, WHEN CEILING PLINths ARE USED AS A RETURN AIR PLenum.
- DIMENSIONAL CONFLICTS BETWEEN PARTITION TYPES AND THE ARCHITECTURAL FLOOR PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- SEE LIFE SAFETY PLAN FOR THE LOCATIONS OF SMOKE BARRIERS, SMOKE PARTITIONS AND FIRE-RATED PARTITIONS.
- REFER TO UNDERWRITERS LABORATORIES, INC. FIRE RESISTANCE VOLUMES FOR PARTITION TYPES FOR SPECIFIC CONSTRUCTION REQUIREMENTS OF UL LISTED ASSEMBLIES.
- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR TYPICAL UL LISTED PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE PROJECT SPECIFIC UL LISTED ASSEMBLIES FOR PENETRATIONS.
- FOR TYPICAL WALL FRAMING FOR FIRE DAMPERS IN RATED WALLS COORDINATE EXACT FRAMING REQUIREMENTS WITH FIRE DAMPER MANUFACTURER. COORDINATE ALL PARTITION CONSTRUCTION WITH MECHANICAL. FIRE CONTRACTOR PRIOR TO COMMENCING PARTITION CONSTRUCTION.
- ALL PIPE AND CONDUIT PENETRATIONS THRU 2 HR RATED OR MORE PARTITIONS, FLOORING, ROOF, ETC. SHALL BE SEALED WITH A RESPECTIVE RATED FIRE BARRIER PENETRATION SEALING SYSTEM BY IM OR UL APPROVED EQUAL.
- AT ALL EXISTING AND CONSTRUCTED PARTITIONS THE CONTRACTOR IS TO MAINTAIN THE FIRE RESISTIVE INTEGRITY.
- IF METAL STUD WALL WITH 5/8" GYP BOARD BOTH SIDES WITH WOOD CAP 4" A.F.F.

**PARTITION LEGEND**



**KEY PLAN**



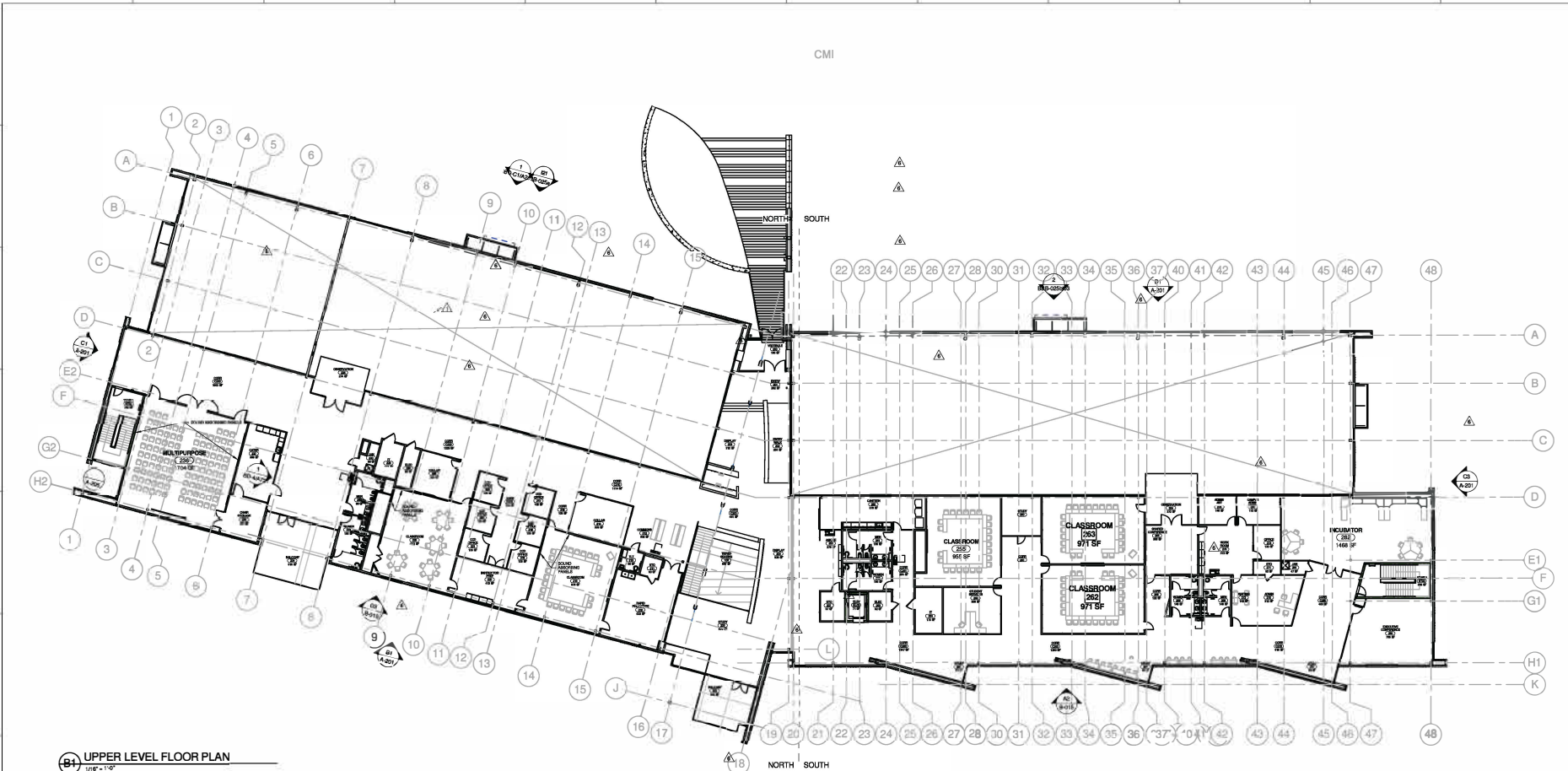
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REVISIONS:

No.	Description	Date
1	DATE AND ROOM CLARIFICATIONS	05/14/2015
2	DRAWING COORD & CSE RESPONSE	06/17/2015

STATE PROJECT NO: H9 - 6083 - JM  
 PROJECT: 2003-137056  
 DATE: 6 JANUARY 2016  
 DRAWN BY: JC  
 CHECKED BY: CB

**OVERALL UPPER LEVEL FLOOR PLAN**  
**A-102**



**UPPER LEVEL FLOOR PLAN**  
 1/16" = 1'-0"

**FLOOR PLAN SHEET NOTES**

- INTERIOR DIMENSIONS INDICATED ARE TO FACE OF FINISH FACE OF STUDY PARTITION CENTERLINE AND CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
- LOCATE DOOR OPENINGS FROM NEAREST PERPENDICULAR WALL.
- FIRE AND SOUND RATED WALL PARTITIONS TO BE CONSTRUCTED TO MATCH STRUCTURE, FINISH, DUCTWORK AND OTHER PENETRATIONS. ALL WORK IS TO BE BRIDGED TO STRUCTURE ABOVE.
- WHERE PARTITIONS OF DIFFERENT FIRE RATINGS INTERSECT, THE HIGHEST RATED PARTITION SHALL CONTINUE THROUGH PARTITION FIRE RATING BEHIND BRIDGED FIRE EXTINGUISHER CABINETS.
- INSTALL BRIDGING IN PARTITIONS FOR CASEWORK, WALL MOUNTED EQUIPMENT, TRIM AND RELATED CONSTRUCTION AS INDICATED IN THE SPECIFICATIONS.
- SEE SHEET A-101 FOR DOOR WINDOW & GLAZING TYPES.
- SEE SHEET A-601 FOR LOUVER TYPES.
- SEE SHEET A-701 FOR CASEWORK SUBSYSTEMS (OR PARTITION SCHEDULE).
- SEE SHEET A-721 FOR CASEWORK SCHEDULES, DESIGNATIONS & DETAILS.
- SEE SHEET A-251 AND A-401 FOR INTERIOR ELEVATIONS, ACCESSORY DESCRIPTIONS & MOUNTING HEIGHTS.
- SEE SHEET A-101 FOR FINISH SCHEDULE.
- SEE SHEET A-101 FOR FINISH SCHEDULE.
- SEE SHEETS A-101 FOR ENLARGED PLANS INDICATING ADDITIONAL DIMENSIONS AND PARTITION TYPES.
- SEE STRUCTURAL DRAWINGS FOR SLAB DEPRESSIONS AND CUTOUTS.

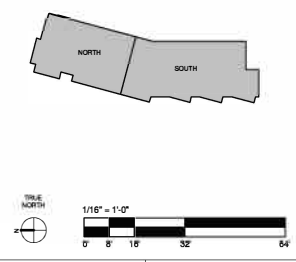
**PARTITION NOTES**

- THE BACKER BOARD SHALL BE USED IN ALL LOCATIONS TO RECEIVE TILE FINISH. REFER TO FIRE STOP BLOCK AND WYBRON RESISTIVE STOP OFF PLAN.
- CONTRACTOR SHALL COORDINATE WITH MECHANICAL DUCTWORK PRIOR TO FABRICATION OF PARTITION WALLS.
- SHOULD CONDITIONS OCCUR WHERE A WALL IS UNABLE TO GO STRAIGHT UP TO STRUCTURE DUE TO PIPING, DUCTWORK, ETC., THE PARTITION SYSTEM BOARD AND FINISHING MAY JOG HORIZONTALLY ABOVE THE CEILING TO AVOID THE PROBLEM. RATED WALL INTEGRITY SHALL BE MAINTAINED.
- WHERE STUDS EXTEND TO STRUCTURE AND GYPSUM WALLBOARD AND SOUND ATTENUATION BLANKETS EXTEND JUST ABOVE THE FINISH CEILING, JOG OFF PARTITION FINISHES WITH A TRUNNER CHANNEL WHEN CEILING PLENUM IS USED AS A RETURN AIR DUCT.
- DIMENSIONAL JOG LETS BETWEEN PARTITION TYPES AND THE ARCHITECTURAL FLOOR PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- SEE LIFE SAFETY PLANS FOR THE LOCATIONS OF SMOKE BARRIERS, SMOKE PARTITIONS AND FIRE RATED PARTITIONS.
- REFER TO UNDERWRITERS LABORATORIES, INC. FIRE RESISTANCE VOLUMES, CURRENT EDITION FOR SPECIFIC CONSTRUCTION REQUIREMENTS OF U.L. LISTED ASSEMBLIES.
- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR TYPICAL U.L. LISTED PENETRATIONS THROUGH FIRE RATED ASSEMBLIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE PROJECT-SPECIFIC U.L. LISTED ASSEMBLIES FOR PENETRATIONS.
- FOR TYPICAL WALL FINISHING FOR FIRE DAMPERS IN WALLS COORDINATE EXACT FINISHING REQUIREMENTS WITH FIRE DAMPER MANUFACTURER. COORDINATE ALL PARTITION CONSTRUCTION WITH MECHANICAL FIRE CONTRACTOR PRIOR TO COMMENCING PARTITION CONSTRUCTION.
- ALL PIPE AND CRODOUT PENETRATIONS THRU 2 HR RATED OR MORE PARTITIONS, FLOORS, ROOF, ETC. SHALL BE SEALED WITH A RESPECTIVELY RATED FIRE BARRIER PENETRATION SEALING SYSTEM (B-01 OR U.L. APPROVED EQUAL).
- AT ALL EXISTING AND CONSTRUCTED PARTITIONS THE CONTRACTOR IS TO MAINTAIN THE FIRE RESISTIVE INTEGRITY.
- 6" METAL STUD WALL WITH 5/8" GYP BOARD BOTH SIDES WITH WOOD CAP 48" A.F.F.

**PARTITION LEGEND**



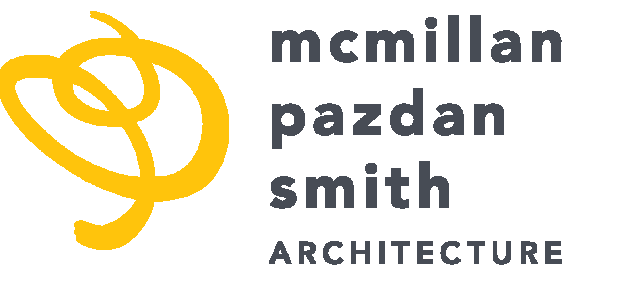
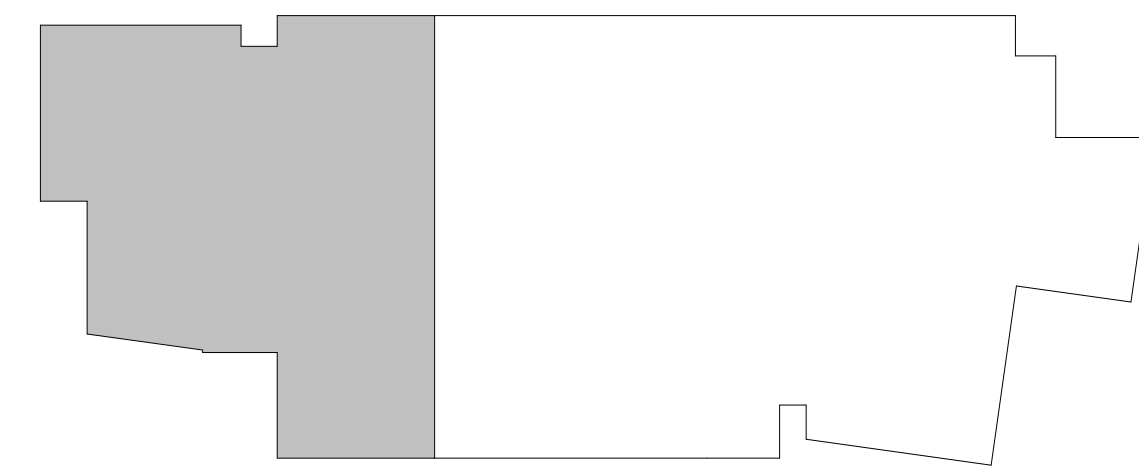
**KEY PLAN**



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CHLS

KEY PLAN - FIRST FLOOR LOW AREA



CONSULTANT LOGO

SEALS

FLOOR FINISH LEGEND

SC	CPT-7	RUB-3
CPT-1	CPT-8	TRZ-1
CPT-2	CPT-5,6,7, 8 MIX	POL. CONC.
CPT-3	EPX-1	WOF-1
CPT-4	FRT-1	WOF-2
CPT-5	LVT-1	BEYOND / OPEN TO BELOW
CPT-6	RUB-1,2	INDICATES INSTALLATION DIRECTION OF PLANKS
		TRZ BASE

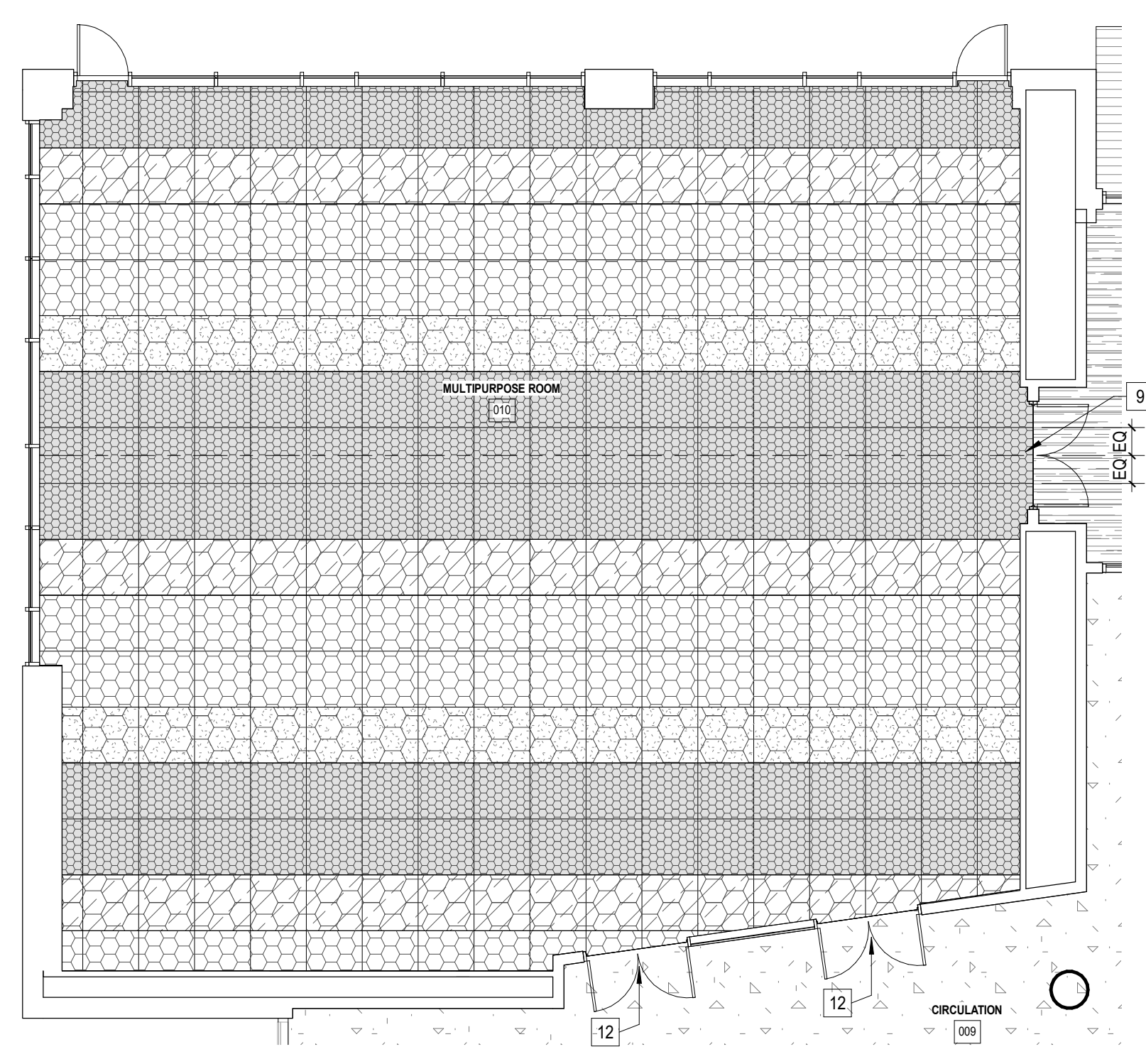
FLOOR FINISH NOTES

- A. REF ROOM FINISH SCHEDULE FOR FLOOR FINISH SELECTIONS. FLOOR FINISH PLAN CLARIFIES MATERIAL/COLOR EXTENT AND TERMINATION LOCATIONS NOT EVIDENT IN SCHEDULE WHEN MULTIPLE MATERIALS AND/OR COLORS SHALL BE USED IN THE SAME ROOM.
- B. INSTALL ADA COMPLIANT TRANSITION STRIPS AT THRESHOLD BETWEEN DIFFERING FLOOR MATERIALS AS NEEDED.
- C. FLOOR MATERIAL TRANSITIONS BETWEEN ROOMS SHALL OCCUR AT THE CENTERLINE OF THE OPENING OF DOOR WHILE IN THE CLOSED POSITION, UNO.
- D. USE APPROPRIATE SUBFLOOR LEVELER WHERE FLOORING MATERIAL TRANSITION DOES NOT MEET FLUSH AND/OR WHEN MATERIAL HEIGHT DOES NOT SATISFY TRANSITION STRIP TOLERANCE.

SHEET KEYNOTES

- 1. NOT USED.
- 2. COORDINATE LOCATION WITH LANDSCAPE ARCHITECT AND CIVIL FOR PLUMBING. REF. LANDSCAPE PLAN OR ARCH SITE PLAN FOR DIMENSIONS.
- 3. REF. LANDSCAPE DRAWINGS L105 & L106.
- 4. CONTINUE TERRAZZO BASE EXTENT TO ADJACENT FLOOR FINISH.
- 5. NOT USED.
- 6. NOT USED.
- 7. NOT USED.
- 8. NOT USED.
- 9. CENTER TILE ON CENTERLINE OF OPENING.
- 10. NOT USED.
- 11. NOT USED.
- 12. INSTALL TRS-3, REF WOF/CPT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 13. NOT USED.
- 14. INSTALL TRS-5, REF EPX TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 15. NOT USED.
- 16. NOT USED.

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A1 FLOOR FINISH PLAN - FIRST FLOOR LOW 1/8" = 1'-0"

A3 MULTIPURPOSE ENLARGED PLAN 1/8" = 1'-0"

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GREENVILLE, SC

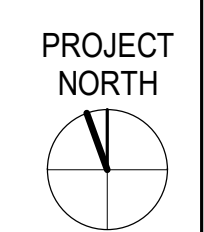
SHEET ISSUE:

NO.	DATE	DESCRIPTION	BY
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G	07.15.2022	GMP PKG 2	
H	08.08.2022	ADDENDUM H	
K	09.16.2022	ISSUE FOR PERMIT	
O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
PROJECT ARCHITECT: JT  
DRAWN BY: EW/MW/SC

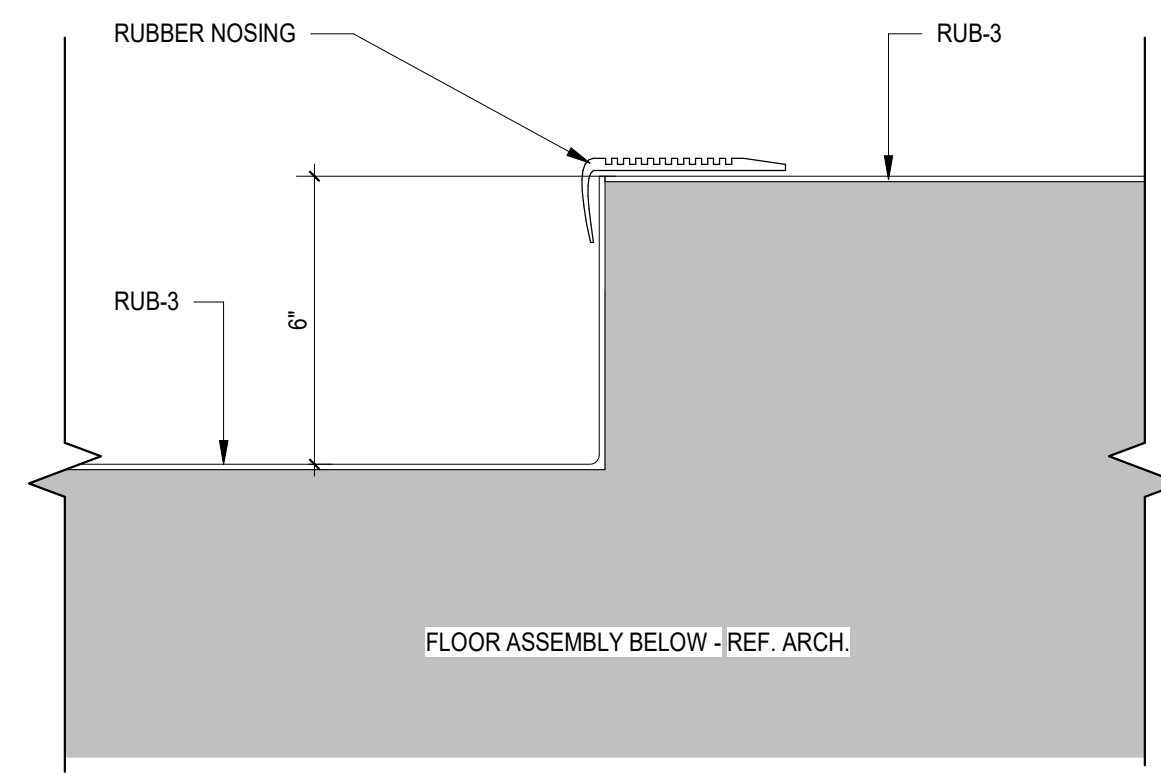
SHEET TITLE:  
FLOOR FINISH PLAN - FIRST FLOOR LOW - AREA A

SHEET NO. PROJ. NO. 020300



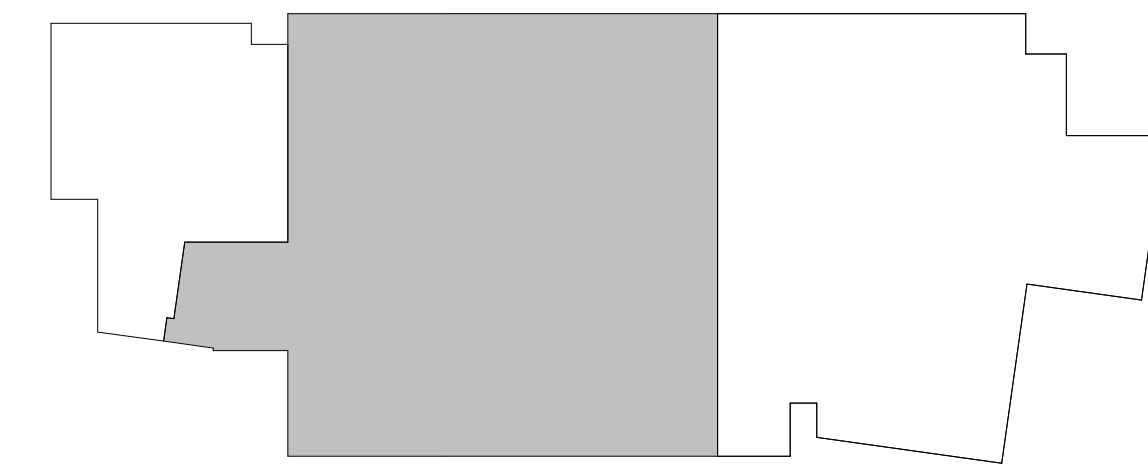
ID210A

RUB-4 STEP DETAIL



CHLS

KEY PLAN - AREA A - FIRST FLOOR HIGH



FLOOR FINISH LEGEND

SC	CPT-7	RUB-3
CPT-1	CPT-8	TRZ-1
CPT-2	CPT-5,6,7, 8 MIX	POL. CONC.
CPT-3	EPK-1	WOF-1
CPT-4	FRT-1	WOF-2
CPT-5	LVT-1	BEYOND / OPEN TO BELOW
CPT-6	RUB-1,2	INDICATES INSTALLATION DIRECTION OF PLANKS
		TRZ BASE

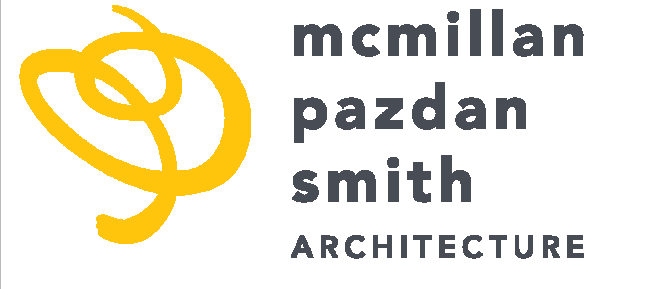
FLOOR FINISH NOTES

- A. REF ROOM FINISH SCHEDULE FOR FLOOR FINISH SELECTIONS. FLOOR FINISH PLAN CLARIFIES MATERIAL, COLOR, EXTENT AND TERMINATION LOCATIONS NOT EVENT IN SCHEDULE. WHEN MULTIPLE MATERIALS AND/OR COLORS SHALL BE USED IN THE SAME ROOM.
- B. INSTALL ADA COMPLIANT TRANSITION STRIPS AT THRESHOLD BETWEEN DIFFERING FLOOR MATERIALS AS NEEDED.
- C. FLOOR MATERIAL TRANSITIONS BETWEEN ROOMS SHALL OCCUR AT THE CENTERLINE OF THE OPENING OF DOOR WHILE IN THE CLOSED POSITION, UNO.
- D. USE APPROPRIATE SUBFLOOR LEVELER WHERE FLOORING MATERIAL TRANSITION DOES NOT MEET FLUSH AND/OR WHEN MATERIAL HEIGHT DOES NOT SATISFY TRANSITION STRIP TOLERANCE.

SHEET KEYNOTES

1. ALIGN
2. NOT USED.
3. NOT USED.
4. NOT USED.
5. TERRAZZO BASE SHALL NOT BE INSTALLED OVER PRECAST TERRAZZO STAIR FEATURE WALL.
6. COORD. WALL BASE LOCATIONS WITH SMOKE DOOR INSTALLATION REQUIREMENTS.
7. REF TERRAZZO TO RB-2 OUTSIDE CORNER TRANSITION DETAIL.
8. TRANSITION FROM TERRAZZO BASE TO RB-2 AT FLOOR MATERIAL TRANSITION.
9. NOT USED.
10. INSTALL TRS-1, REF CPT TO POL. CONC. DETAIL FOR MORE INFORMATION.
11. INSTALL TRS-2, REF LVT/FRT TO POL. CONC. DETAIL FOR MORE INFORMATION.
12. NOT USED.
13. INSTALL TRS-4, REF RUB TO POL. CONC. DETAIL FOR MORE INFORMATION.
14. NOT USED.
15. INSTALL TRS-6, REF CPT TO RUB DETAIL FOR MORE INFORMATION.
16. REF NOSING DETAIL ON ID211A FOR MORE INFORMATION.

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CONSULTANT LOGO

SEALS

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GREENVILLE, SC

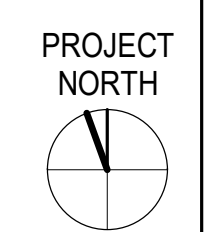
SHEET ISSUE:

NO.	DATE	DESCRIPTION	BY
C	03.18.2022	DD PKG	
G	07.15.2022	GMP PKG 2	
H	08.08.2022	ADDENDUM H	
K	09.16.2022	ISSUE FOR PERMIT	
O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
PROJECT ARCHITECT: JT  
DRAWN BY: EWM/MS

SHEET TITLE:  
FLOOR FINISH PLAN - FIRST FLOOR HIGH - AREA A

SHEET NO. PROJ. NO. 020300



ID211A

KEY PLAN - AREA B



CONSULTANT LOGO

SEALS

FLOOR FINISH LEGEND

SC	CPT-7	RUB-3
CPT-1	CPT-8	TRZ-1
CPT-2	CPT-5,6,7, 8 MX	POL. CONC.
CPT-3	EPX-1	WOF-1
CPT-4	FRT-1	WOF-2
CPT-5	LVT-1	BEYOND / OPEN TO BELOW
CPT-6	RUB-1,2	INDICATES INSTALLATION DIRECTION OF PLANKS
		TRZ BASE

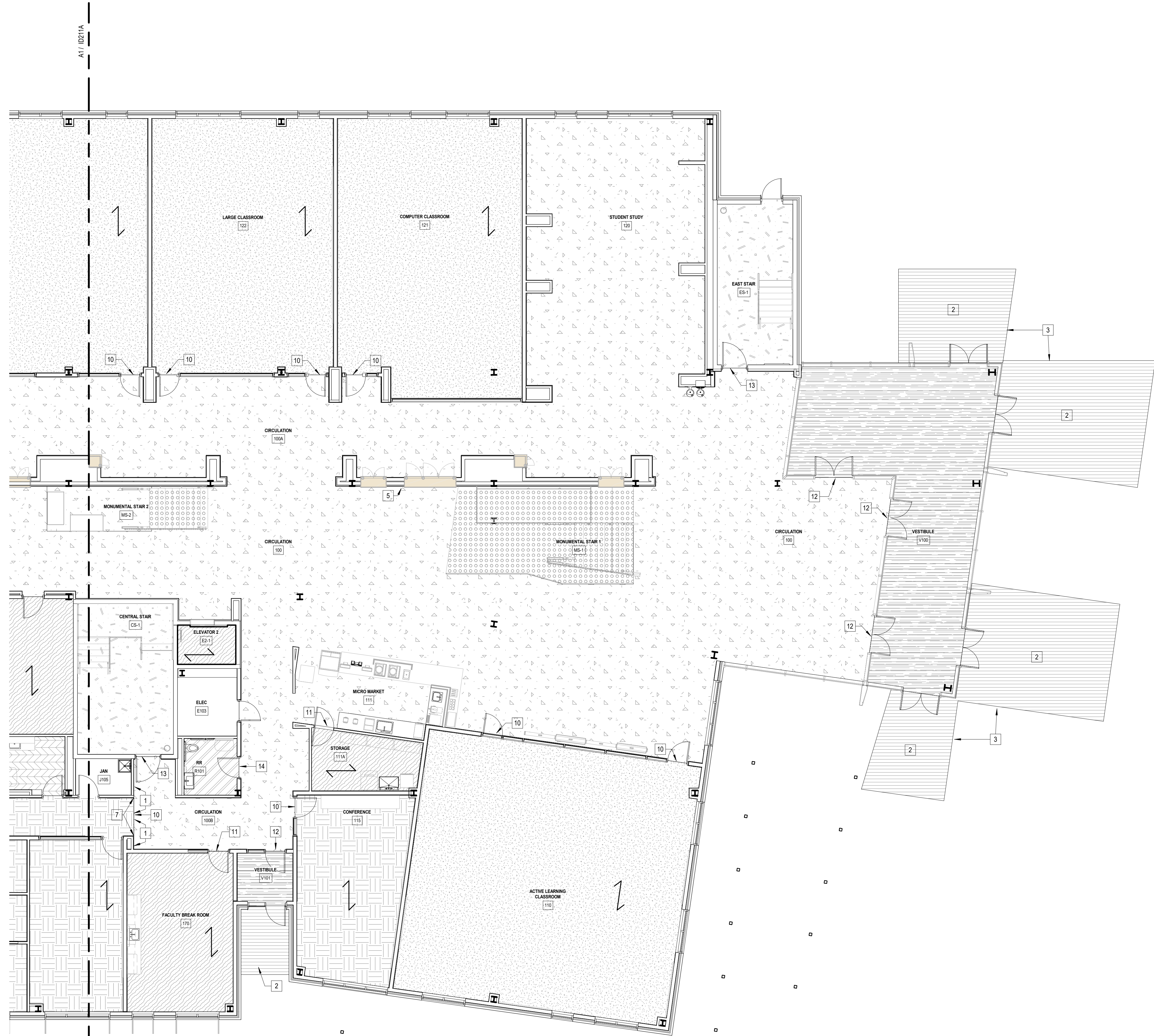
FLOOR FINISH NOTES

- A. REF ROOM FINISH SCHEDULE FOR FLOOR FINISH SELECTIONS. FLOOR FINISH PLAN CLARIFIES MATERIAL/COLOR EXTENT AND TERMINATION LOCATIONS NOT EVIDENT IN SCHEDULE WHEN MULTIPLE MATERIALS AND/OR COLORS SHALL BE USED IN THE SAME ROOM.
- B. INSTALL ADA COMPLIANT TRANSITION STRIPS AT THRESHOLD BETWEEN DIFFERING FLOOR MATERIALS AS NEEDED.
- C. FLOOR MATERIAL TRANSITIONS BETWEEN ROOMS SHALL OCCUR AT THE CENTERLINE OF THE OPENINGS OF DOORS WHILE IN THE CLOSED POSITION UNO.
- D. USE APPROPRIATE SUBFLOOR LEVELER WHERE FLOORING MATERIAL TRANSITION DOES NOT MEET FLUSH AND/OR WHEN MATERIAL HEIGHT DOES NOT SATISFY TRANSITION STRIP TOLERANCE.

SHEET KEYNOTES

- 1. ALIGN
- 2. COORDINATE LOCATION WITH LANDSCAPE ARCHITECT AND CIVIL FOR PLUMBING. REF. LANDSCAPE PLAN OR ARCH SITE PLAN FOR DIMENSIONS
- 3. REF. LANDSCAPE DRAWINGS L105 & L106
- 4. NOT USED.
- 5. TERRAZZO BASE SHALL NOT BE INSTALLED OVER PRECAST TERRAZZO STAIR FEATURE WALL.
- 6. NOT USED.
- 7. REF TERRAZZO TO RB-2 OUTSIDE CORNER TRANSITION DETAIL.
- 8. NOT USED.
- 9. NOT USED.
- 10. INSTALL TRS-1. REF CPT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 11. INSTALL TRS-2. REF LVT/FRT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 12. INSTALL TRS-3. REF WOF/CPT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 13. INSTALL TRS-4. REF RUB TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 14. INSTALL TRS-5. REF EPX TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 15. NOT USED.
- 16. NOT USED.

CHLS



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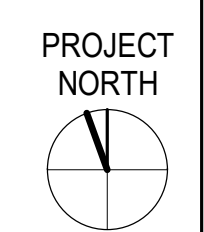
SHEET ISSUE:

NO.	DATE	DESCRIPTION	BY
C	03.18.2022	DD PKG	
G	07.15.2022	GMP PKG 2	
H	08.08.2022	ADDENDUM H	
K	09.16.2022	ISSUE FOR PERMIT	
O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
PROJECT ARCHITECT: JT  
DRAWN BY: EWM/MS

FLOOR FINISH PLAN - FIRST FLOOR HIGH - AREA B

SHEET NO. PROJ. NO. 020300

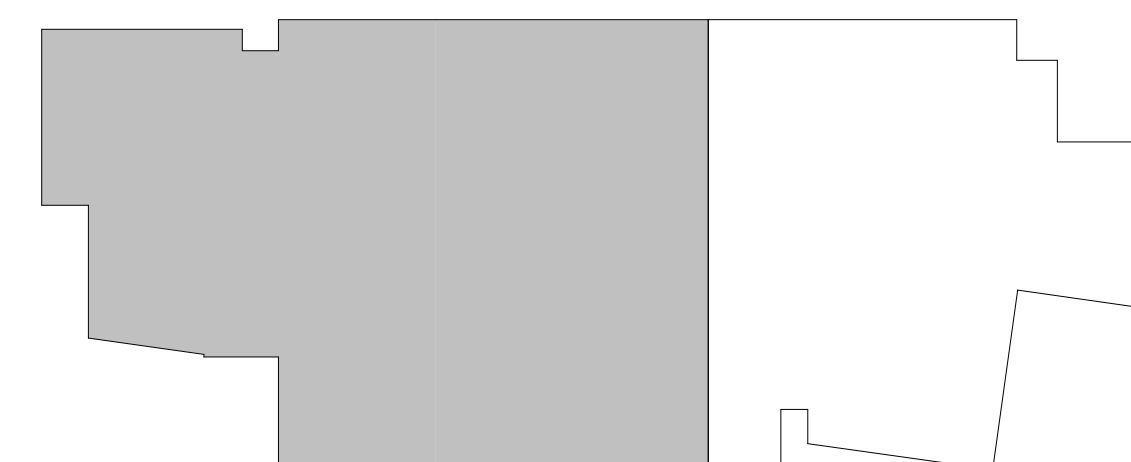


ID211B



CHLS

KEY PLAN - AREA A



CONSULTANT LOGO

FLOOR FINISH LEGEND

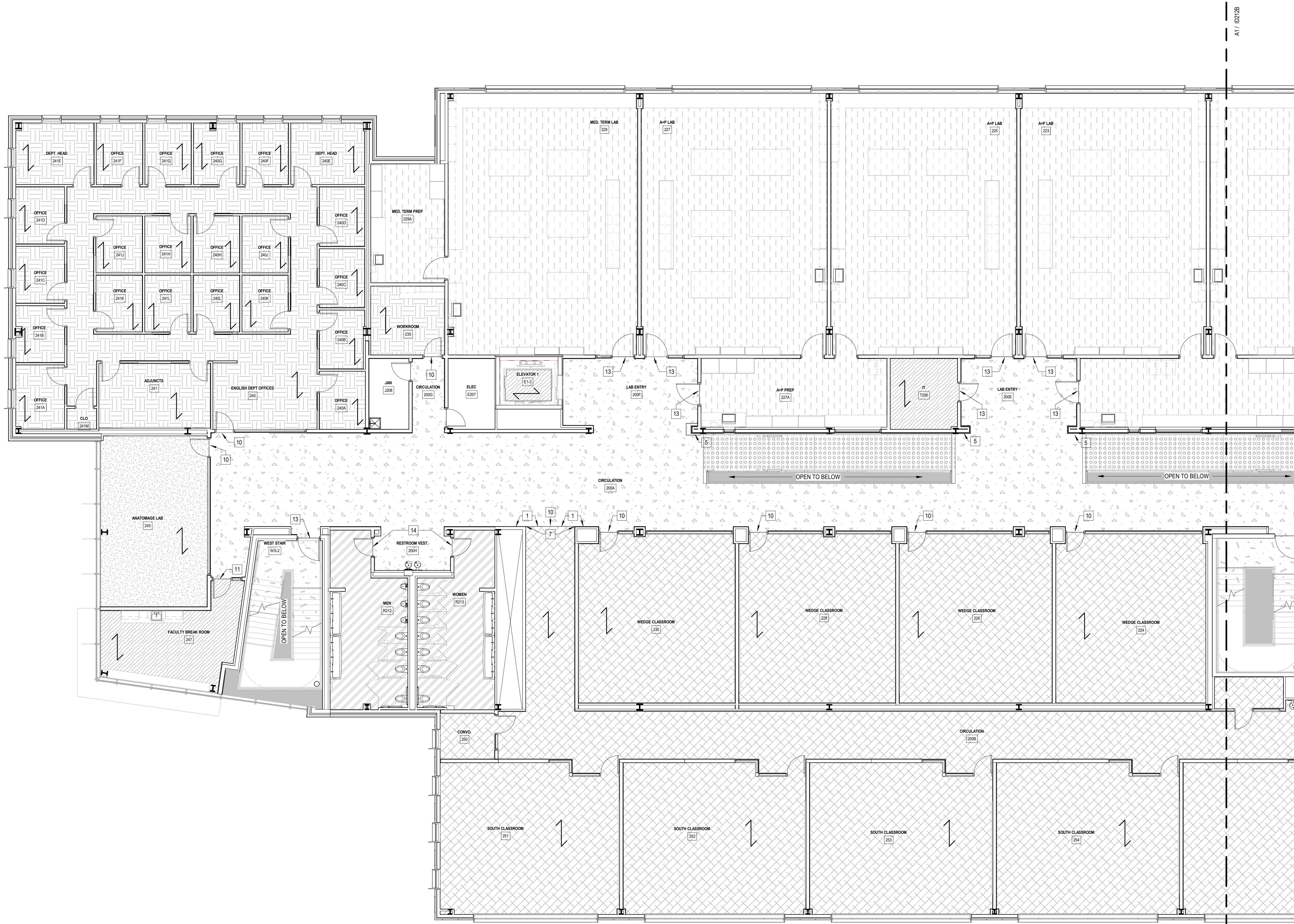
SC	CPT-7	RUB-3
CPT-1	CPT-8	TRZ-1
CPT-2	CPT-5,6,7, 8 MIX	POL. CONC.
CPT-3	EPX-1	WOF-1
CPT-4	FRT-1	WOF-2
CPT-5	LVT-1	BEYOND / OPEN TO BELOW
CPT-6	RUB-1,2	INDICATES INSTALLATION DIRECTION OF PLANKS
		TRZ BASE

FLOOR FINISH NOTES

- A. REF ROOM FINISH SCHEDULE FOR FLOOR FINISH SELECTIONS. FLOOR FINISH PLAN CLARIFIES MATERIAL, COLOR, EXTENT AND TERMINATION LOCATIONS NOT EVIDENT IN SCHEDULE WHEN MULTIPLE MATERIALS AND/OR COLORS SHALL BE USED IN THE SAME ROOM.
- B. INSTALL ADA COMPLIANT TRANSITION STRIPS AT THRESHOLD BETWEEN DIFFERING FLOOR MATERIALS AS NEEDED.
- C. FLOOR MATERIAL TRANSITIONS BETWEEN ROOMS SHALL OCCUR AT THE CENTERLINE OF THE OPENING OF DOOR WHILE IN THE CLOSED POSITION, UNO.
- D. USE APPROPRIATE SUBFLOOR LEVELER WHERE FLOORING MATERIAL TRANSITION DOES NOT MEET FLUSH AND/OR WHEN MATERIAL HEIGHT DOES NOT SATISFY TRANSITION STRIP TOLERANCE.

SHEET KEYNOTES

- 1. ALIGN
- 2. NOT USED.
- 3. NOT USED.
- 4. NOT USED.
- 5. TERRAZZO BASE SHALL NOT BE INSTALLED OVER PRECAST TERRAZZO STAIR FEATURE WALL.
- 6. NOT USED.
- 7. REF TERRAZZO TO RB-2 OUTSIDE CORNER TRANSITION DETAIL.
- 8. NOT USED.
- 9. NOT USED.
- 10. INSTALL TRS-1. REF CPT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 11. INSTALL TRS-2. REF LVT/FRT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 12. NOT USED.
- 13. INSTALL TRS-4. REF RUB TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 14. INSTALL TRS-5. REF EPX TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 15. NOT USED.
- 16. NOT USED.



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 GREENVILLE, SC

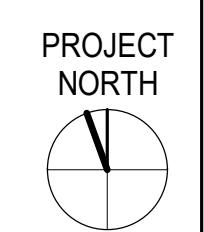
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H	08.08.2022	ADDENDUM H	
K	09.16.2022	ISSUE FOR PERMIT	
O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
 PROJECT ARCHITECT: JT  
 DRAWN BY: EWM/MS

SHEET TITLE:  
**FLOOR FINISH PLAN - SECOND FLOOR - AREA A**

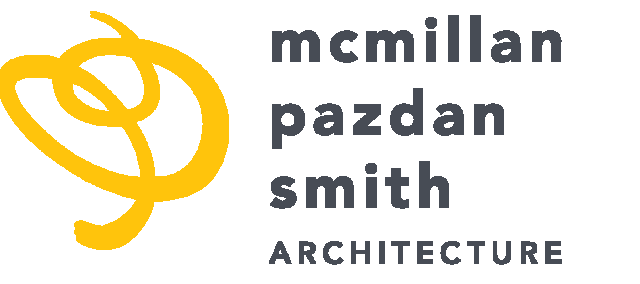
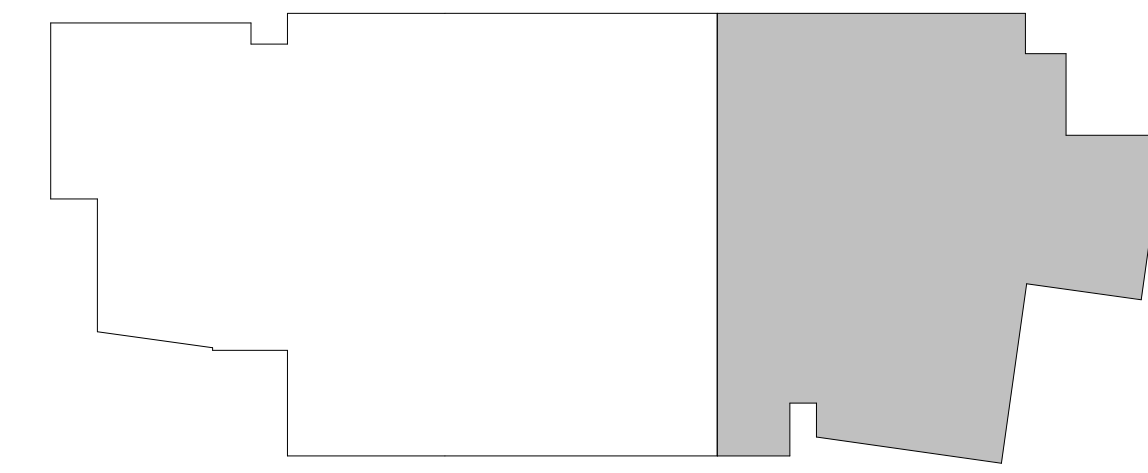
SHEET NO. PROJ. NO. 020300



ID212A

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KEY PLAN - AREA B



CONSULTANT LOGO

SEALS

FLOOR FINISH LEGEND

SC	CPT-7	RUB-3
CPT-1	CPT-8	TRZ-1
CPT-2	CPT-5,6,7, 8 MIX	POL. CONC.
CPT-3	EPK-1	WOF-1
CPT-4	FRT-1	WOF-2
CPT-5	LVT-1	BEYOND / OPEN TO BELOW
CPT-6	RUB-1.2	INDICATES INSTALLATION DIRECTION OF PLANKS
		TRZ BASE

FLOOR FINISH NOTES

- A. REF ROOM FINISH SCHEDULE FOR FLOOR FINISH SELECTIONS. FLOOR FINISH PLAN CLARIFIES MATERIAL/COLOR EXTENT AND TERMINATION LOCATIONS NOT EVIDENT IN SCHEDULE WHEN MULTIPLE MATERIALS AND/OR COLORS SHALL BE USED IN THE SAME ROOM.
- B. INSTALL ADA COMPLIANT TRANSITION STRIPS AT THRESHOLD BETWEEN DIFFERING FLOOR MATERIALS AS NEEDED.
- C. FLOOR MATERIAL TRANSITIONS BETWEEN ROOMS SHALL OCCUR AT THE CENTERLINE OF THE OPENING OF DOOR WHILE IN THE CLOSED POSITION, UNO.
- D. USE APPROPRIATE SUBFLOOR LEVELER WHERE FLOORING MATERIAL TRANSITION DOES NOT MEET FLUSH AND/OR WHEN MATERIAL HEIGHT DOES NOT SATISFY TRANSITION STRIP TOLERANCE.

SHEET KEYNOTES

- 1. ALIGN
- 2. NOT USED.
- 3. NOT USED.
- 4. NOT USED.
- 5. TERRAZZO BASE SHALL NOT BE INSTALLED OVER PRECAST TERRAZZO STAIR FEATURE WALL.
- 6. NOT USED.
- 7. REF TERRAZZO TO RB-2 OUTSIDE CORNER TRANSITION DETAIL.
- 8. TRANSITION FROM TERRAZZO BASE TO RB-2 AT FLOOR MATERIAL TRANSITION.
- 9. NOT USED.
- 10. INSTALL TRS-1. REF CPT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 11. NOT USED.
- 12. NOT USED.
- 13. INSTALL TRS-4. REF RUB TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 14. NOT USED.
- 15. NOT USED.
- 16. NOT USED.

GREENVILLE TECHNICAL COLLEGE - BARTON CAMPUS  
 GTC - CENTER FOR HEALTH AND LIFE SCIENCES  
 GREENVILLE, SC

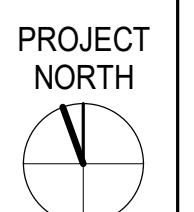
SHEET ISSUE:

NO.	DATE	DESCRIPTION	BY
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G	07.15.2022	GMP PKG 2	
H	08.08.2022	ADDENDUM H	
K	09.16.2022	ISSUE FOR PERMIT	
O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
 PROJECT ARCHITECT: JT  
 DRAWN BY: EWM/WSC

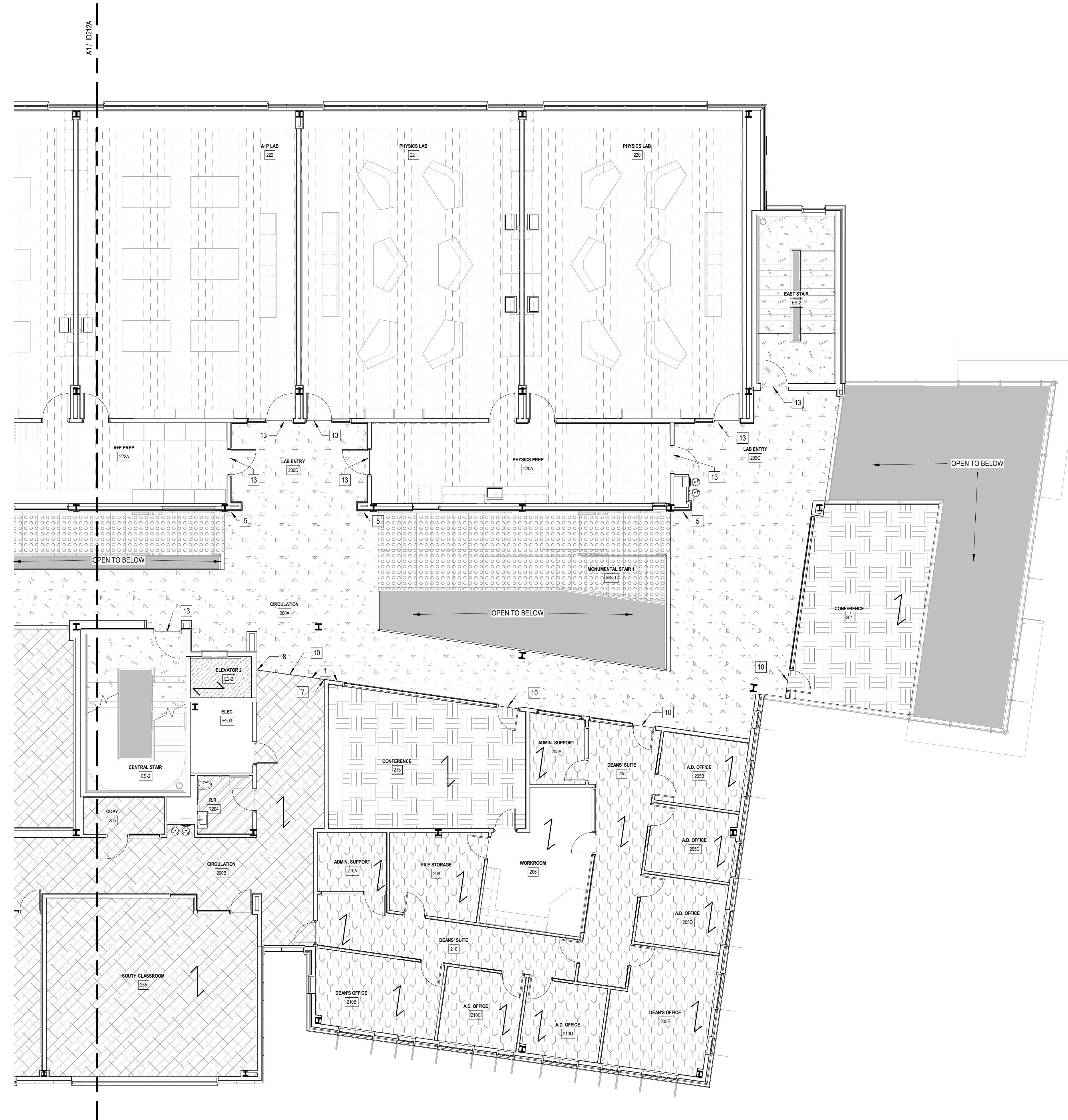
SHEET TITLE:  
**FLOOR FINISH PLAN - SECOND FLOOR - AREA B**

SHEET NO. PROJ. NO.  
 ID212B 020300



ID212B

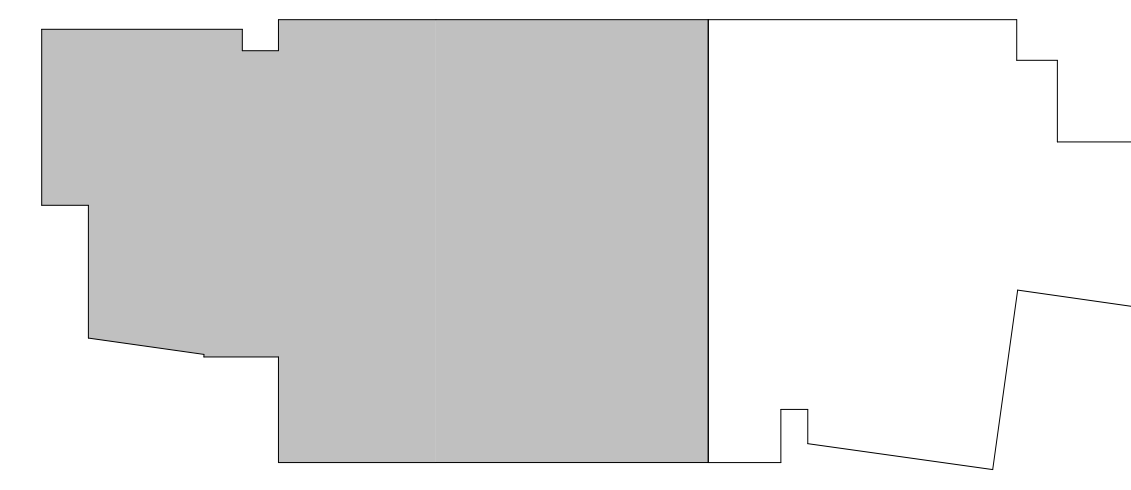
CHLS



A1 FLOOR FINISH PLAN - SECOND FLOOR - AREA B

1/8" = 1'-0"

KEY PLAN - AREA A



CONSULTANT LOGO

SEALS

FLOOR FINISH LEGEND

SC	CPT-7	RUB-3
CPT-1	CPT-8	TRZ-1
CPT-2	CPT-5,6,7, 8 M	POL. CONC.
CPT-3	EPX-1	WOF-1
CPT-4	FRT-1	WOF-2
CPT-5	LVT-1	BEYOND / OPEN TO BELOW
CPT-6	RUB-1,2	INDICATES INSTALLATION DIRECTION OF PLANKS
		TRZ BASE

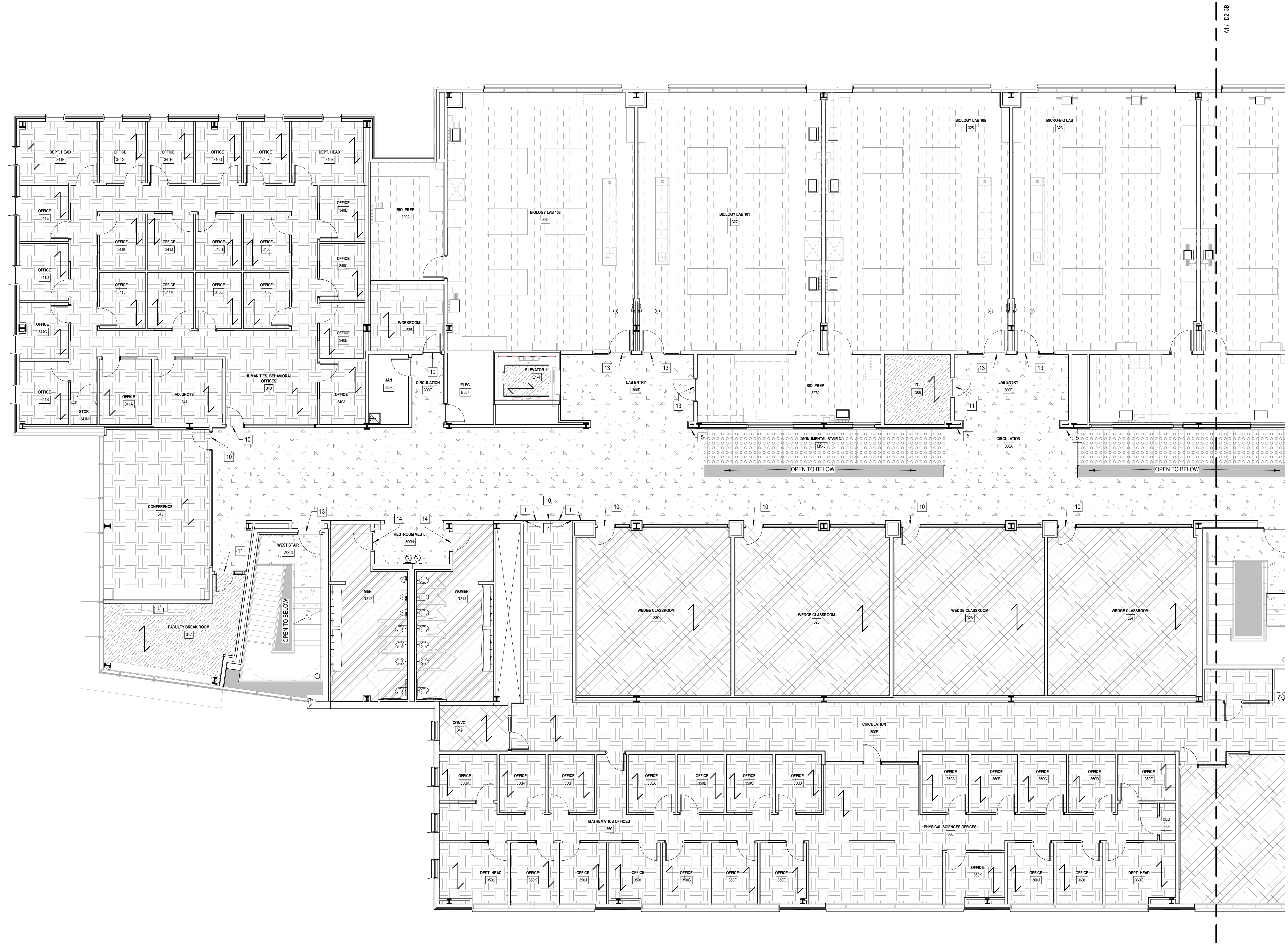
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- 9. NOT USED.
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- 11. INSTALL TRS-2. REF LVT/FRT TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 12. NOT USED.
- 13. INSTALL TRS-4. REF RUB TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 14. INSTALL TRS-5. REF EPX TO POL. CONC. DETAIL FOR MORE INFORMATION.
- 15. NOT USED.
- 16. NOT USED.

CHLS



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GTC - CENTER FOR HEALTH AND LIFE SCIENCES  
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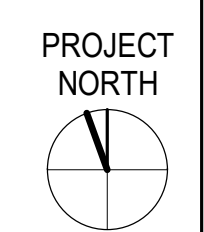
SHEET ISSUE:

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G	07.15.2022	GMP PKG 2	
H	08.08.2022	ADDENDUM H	
K	09.16.2022	ISSUE FOR PERMIT	
O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
PROJECT ARCHITECT: JT  
DRAWN BY: EWM/MS

SHEET TITLE:  
FLOOR FINISH PLAN-  
THIRD FLOOR - AREA  
A

SHEET NO. PROJ. NO.  
020300



1

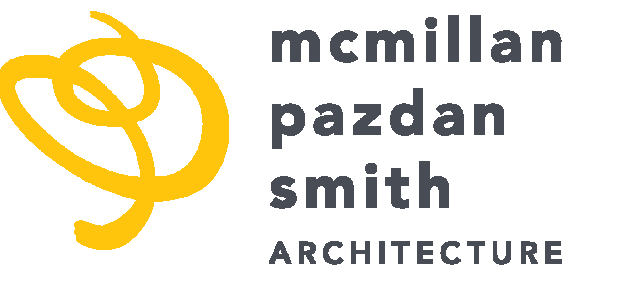
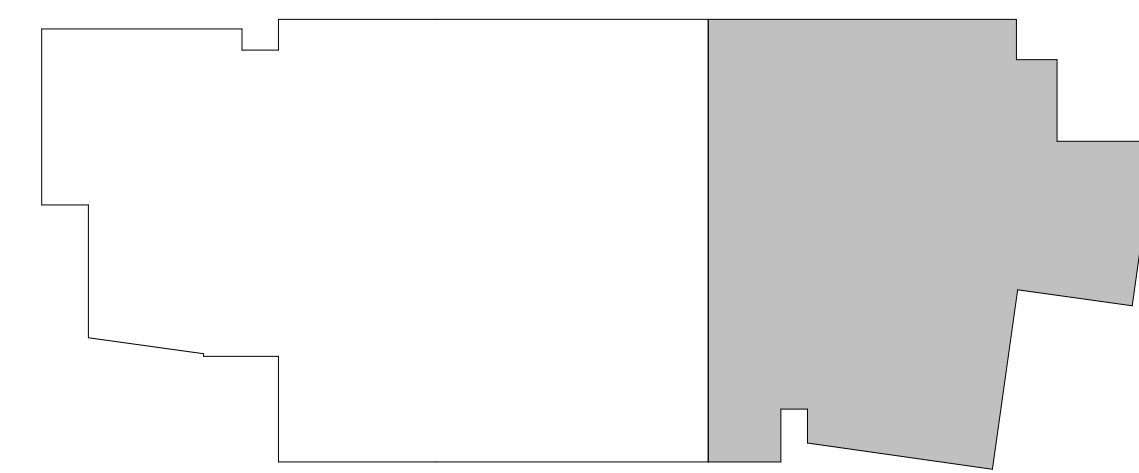
2

3

4

5

### KEY PLAN - AREA B



CONSULTANT LOGO

SEALS

### FLOOR FINISH LEGEND

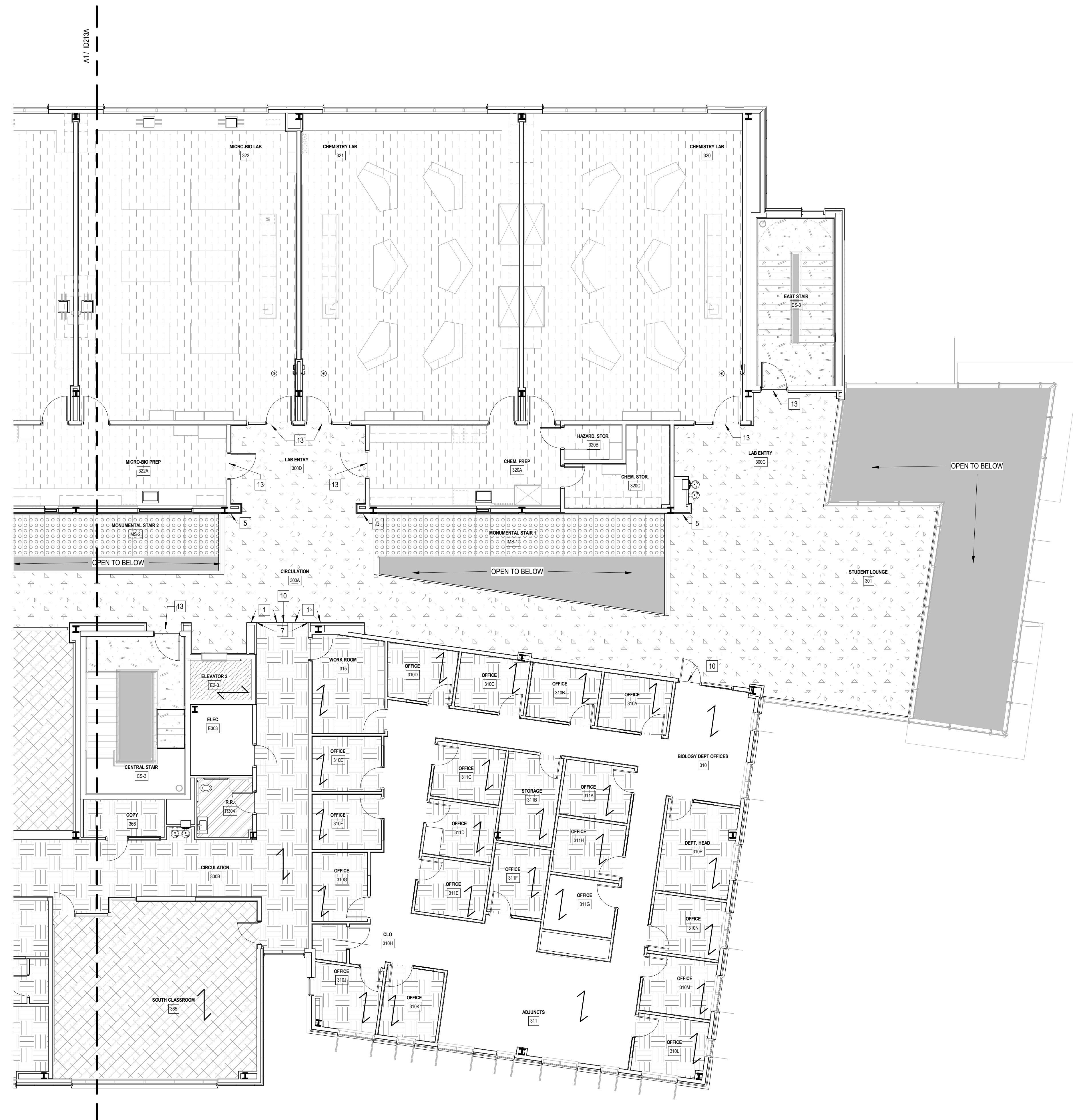
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CPT-1	CPT-8	TRZ-1
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		TRZ BASE

### FLOOR FINISH NOTES

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8. NOT USED.
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11. NOT USED.
12. NOT USED.
13. INSTALL TRS-4. REF RUB TO POL. CONC. DETAIL FOR MORE INFORMATION.
14. NOT USED.
15. NOT USED.
16. NOT USED.



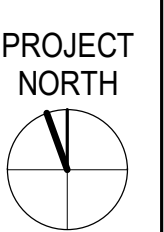
GREENVILLE TECHNICAL COLLEGE - BARTON CAMPUS  
GTC - CENTER FOR HEALTH AND LIFE SCIENCES  
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NO.	DATE	DESCRIPTION	BY
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O	10.26.2022	IFC	

PRINCIPAL IN CHARGE: DM  
PROJECT ARCHITECT: JT  
DRAWN BY: EWIM/WSC

### SHEET TITLE: FLOOR FINISH PLAN- THIRD FLOOR - AREA B

SHEET NO. PROJ. NO.  
020300



# ID213B

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# OFFEROR'S CHECKLIST

## AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND PAGE 2. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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

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



Greenville Technical College

# Invitation for Bids Amendment #1

## Exhibit C

Solicitation Number: GTC24-05-301IFB Janitorial Services – CMI - CHLS Date Issued: July 2, 2024 Procurement Officer: Valentina Johnson Phone: 864-250-8180 E-Mail Address: valentina.johnson@gvltec.edu Mailing Address: PO Box 5616 Greenville, SC 29606
---

DESCRIPTION: **Janitorial Services- Center for Manufacturing Innovation and Center for Health and Life Sciences**

USING DEPARTMENT: Property Management

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: Greenville Technical College Purchasing – MS 1236 PO Box 5616 Greenville, SC 29606-5616	PHYSICAL ADDRESS: Greenville Technical College Bldg.123 Room 207 738 S. Pleasantburg Dr Greenville, SC 29607
---	---

**SUBMIT PROPOSAL BY (Opening Date/Time): July 22, 2024 @ 2:00 PM** (See "Deadline for Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: June 27, 2024 @ 5:00 PM** (See "Questions from Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: One (1) original hard copy & one (1) hard copies marked COPY. A redacted copy may also be submitted. If submitting a redacted copy – See Section IV. Submitting Redacted Offers for instructions. Must also submit 1 copy on USB flash drive. Initial here if NO redacted copy is necessary \_\_\_\_\_**

CONFERENCE TYPE:	DATE & TIME:
<p><b>Site Visit is Non-Mandatory but it is highly encouraged.</b> If you choose not to have a site visit, this does not relieve you 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 .College.</p>	<p>Site visits can be scheduled on June 19, 2024 and June 26, 2024 from 9:00 AM to 3:00 PM</p> <p>Please contact Barbie Brinson at 864-884-0924 or Paul Snoad at 864-444-9560 for details.</p>

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

### AWARD & AMENDMENTS

Award is scheduled to be posted on **August 1, 2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.gvltec.edu/purchasing/>

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

NAME OF OFFEROR (full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

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

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

- Sole Proprietorship
- Corporate entity (not tax-exempt)

- Partnership
- Corporation (tax-exempt)

- Other \_\_\_\_\_
- Government entity (federal, state, or local)

**PAGE TWO**

**(Return Page Two with Your Offer)**

COVER PAGE – PAPER ONLY

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)

**(check only one)**

**(check only one)**

- \_\_\_\_ Payment Address same as Home Office Address
- \_\_\_\_ Payment Address same as Notice Address

- \_\_\_\_ Order Address same as Home Office Address
- \_\_\_\_ Order Address same as Notice Address

**ACKNOWLEDGMENT OF AMENDMENTS**

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

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

**DISCOUNT FOR PROMPT PAYMENT** (See "Discount for Prompt Payment" clause)

10 Calendar Days (%)                      20 Calendar Days (%)                      30 Calendar Days (%)                      \_\_\_\_\_ Calendar Days (%)

**PREFERENCES - A NOTICE TO VENDORS (SEP 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) & (6)] [02-2B111-1]

**PREFERENCES DO NOT APPLY 11-35-1524 (E)(3)**

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

**PREFERENCES DO NOT APPLY 11-35-1524 (E)(5)**

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

# **NOTICE – AMENDMENT #1**

## **SOLICITATION GTC24-05-301IFB- Janitorial Services-CMI-CHLS**

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

*All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.gvltec.edu/purchasing/](http://www.gvltec.edu/purchasing/)*

- (a) The Solicitation may be amended at any time prior to opening.*
- (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]*

**An additional date for a site visit has been scheduled for Tuesday, July 9, 2024 from 9:00AM to 3:00PM. Please contact Barbie Brinson at 864-884-0924 or Paul Snoad at 864-444-9560 for details.**

**Changes have been made to the following sections, the language highlighted in yellow replaces the language in the IFB:**

### **III. SCOPE OF WORK/SPECIFICATIONS**

Greenville Technical College is seeking a qualified Contractor to provide professional APPA Level 2 janitorial services for the Center for Manufacturing Innovation (CMI) and the Center for Health and Life Sciences (CHLS). Only one award will be issued for this solicitation.

#### **CENTER FOR MANUFACTURING INNOVATION (CMI)**

CMI is a state-of-the art manufacturing teaching, training and research facility. It is the vision of Greenville Technical College that CMI will be open to teaching, training and research activities 24 hours a day. Heaviest usage of CMI for teaching, training, research, college and community events will occur during normal hours of operation, however, it is foreseeable that facility usage will be an evolving process and vendor will be expected to be flexible and schedule cleaning activities at times when it will be the least disruptive to CMI's operational mission. CMI will be maintained in a state of continual cleanliness in order to best achieve Greenville Technical College's mission and commitment to students, faculty, staff and other stakeholders.

**Hours of Operation:** 24 hours a day.

**Normal Business Hours:** Monday through Friday, 7am to 11pm EST

**Day Porter:** CMI will require one (1) day porter to work from 8 am to 4:30 pm Monday – Friday. Day Porter will be expected to actively clean CMI throughout work shift and to respond to requests for custodial service from CMI faculty and staff including assisting with event set-ups and breakdowns as needed.

**Evening Cleaning:** Evening cleaning staff are expected to begin no earlier than 5 pm. Staffing levels should be no less than three (3) individuals for the evening shift.



**Upper Level:** Contractor will clean upper level at APPA Level 2 standards including but not limited to offices, restrooms, classrooms, labs, conference rooms.

**Lower Level:** Contractor will clean upper level at APPA Level 2 standards including but not limited to offices, restrooms, classrooms, labs, conference rooms and wash sinks.

**High Bays:** Contractor will clean the high bay areas one (1) time per week preferably on Friday, Saturday or Sunday assuming area is available for cleaning. Through sweeping of debris and then auto-scrub the entire floor that is open and accessible. Moveable objects and furniture to be moved by contractor to facilitate floor cleaning.

**Outdoor Areas:** Contractor will keep outdoor furniture clean and will empty outdoor trash containers within 50 feet of building. Entrances shall be swept clean.

## **In accordance with Section 11-35-1524 (E)(3) of the Consolidated Procurement Code PREFERENCES DO NOT APPLY.**

**All language referring to “Vendor Preferences” has been removed from the solicitation document (pages 2-7-8).**

### **~~PREFERENCES – A NOTICE TO VENDORS (SEP 2009)~~**

~~On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US-end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]~~

### **~~PREFERENCES – RESIDENT CONTRACTOR PREFERENCE (SEP 2009)~~**

~~To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]~~

### **~~PREFERENCES – RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)~~**

~~To qualify for this preference, You must meet the following requirements. (1) You must— at the time you submit your bid— have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor— at the time you submit your bid— must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU~~

~~SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]~~

~~**PREFERENCES – RESIDENT VENDOR PREFERENCE (SEP 2009)**~~

~~To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]~~

**PLEASE USE THE REVISED BIDDING SCHEDULE ON THE FOLLOWING PAGE TO SUBMIT YOUR BID.**

**All other terms and conditions GTC24-05-301IFB-Janitorial Services-CMI-CHLS remain the same.**



## Following are the Questions received and Answers:

1. What is the total square footage for the CMI and CHLS buildings?  
As noted on page 8 and 9 of the solicitation document CMI square footage is approximately 100,000 and CHLS square footage is approximately 137,000
2. Are these services contracted to a vendor or does the college keep it in house?  
Janitorial services are currently provided by DeWhit Facility Services for CMI.
3. What is the contract amount?  
\$93,126/Year
4. Is there to be any floor work (i.e. stripping and waxing, carpet cleaning etc.) completed under this contract? If so please provide the estimated square footage of those areas  
As noted on page 10 of the solicitation document carpet will be kept clean and free of debris and remove spots and stains if possible. If a spot or stain cannot be removed, the contractor shall contact the contract administrators. Project carpet cleaning will be scheduled by the contract administrators. There is no flooring in CHLS that will require stripping and "waxing". Hard surface flooring will be maintained by routine dust mopping and/ or vacuuming and use of an auto scrubber or comparable system in accordance with APPA level 2 standards.
5. How many days per year are services to be provided at both locations?  
Services will be performed Monday through Friday. The college is closed for approximately 13 days a year.
6. If the Bidder is using a subcontractor does the subcontractor have to list the college on their COI?  
The contract will be between the College and the awarded Contractor. The Contractor will provide a Certificate of Insurance listing Greenville Technical College as a certificate holder and will be responsible for any subcontractors approved for use.
7. Is it possible to view a copy of the last awarded bid for these services?  
Documentation regarding the previously awarded contract can be found on the College's purchasing page under "Archived Posts". Below is the link for your convenience:  
<https://www.gvltec.edu/purchasing/archive.html>
8. Where do Bidders list the subcontractor on their submittal?  
Please refer to Section V. Qualifications.
9. Will there be any additional opportunities for site visits in addition to the dates stated in the solicitation document?  
Yes, Tuesday, July 9th. 9 am to 3 pm. Contact Barbie Brinson or Paul Snoad to schedule a time. Contact information is listed on page 1 of this Amendment and on the front page of the solicitation document.

10. Will Greenville Tech provide the floor cleaning chemicals, floor scrubbers and vacuums?  
No. The Contractor will provide all cleaning supplies and equipment. The College will provide consumables for restrooms, other dispensers throughout the building and trash can liners.
11. What is the student and faculty headcount for CMI?  
Average of 250 per day Mon through Thurs 7:30AM until 10PM – no classes on Friday. This amount includes students, instructors, administration, CCE, Clemson and groups meeting in boardroom and multipurpose room.
12. The CMI building specifies 3 evening cleaners. Is it up to the vendor to determine the number of hours they will work (i.e. 8-hour shifts) or is there an expectation for the number of hours they should each work per day?  
Yes. The Contractor will determine hours to be worked and will staff CMI with the necessary employees to maintain APPA level 2 cleaning standards. Contractor will provide staffing schedule to contract administrators.
13. What is the anticipated faculty/staff headcount for CHLS?  
Approximately 1,420 students and approximately 130 faculty and staff.
14. Are there any staffing requirements for the CHLS building? Specifically, when it comes to day porter(s) / hours and/or the night cleaning staff.  
Vendor will staff CHLS with the necessary employees to maintain APPA level 2 cleaning standards beginning no earlier than 5 pm each evening. College custodial staff will day porter CHLS. Vendor will provide staffing schedule to contract administrators.
15. Are day porter maintenance requirements simple tasks like replacing light bulbs, etc.? If not, can you please give examples of typical maintenance duties?  
No. Day porter(s) at CMI will perform janitorial and cleaning duties only. Maintenance is performed by college maintenance staff which includes replacing light bulbs. CHLS will have college custodial staff act as day porters.
16. Are fingerprint background checks / Level II criminal background checks required or only the SLED background checks?  
As stated in the solicitation document only SLED background checks are required. Contractors may conduct other background checks in addition to the SLED checks, but these are not required for the purpose of this contract.
17. Is window cleaning required? If so, please explain in more detail.  
As noted on page 10 of the solicitation document, interior glass from floor level to a height of 120 inches will be kept clean. Entry way glass and doors will be kept clean on a continuous basis from floor height up to 120 inches. Other glass and window cleaning will be scheduled by contract administrators.

GTC 24-05-301IFB – Janitorial Services-CMI-CHLS

Bids Received

Due by 07/22/24 at 2:00 PM

Offeror Name	Date/Time Received	Bid Cost
SEJ	7/11/24 @ 3:11 pm	\$ 273,315.84
Integrity Consulting Solutions	7/22/24 @ 7:29 am	\$ 317,568.00
HERALD OFFICE SUPPLY	7/22/24 @ 7:50 am	\$ 290,400.00
AMERICAN FACILITY SERVICES	7/18/24 @ 10:35 am	\$ 136,200.00
DESTINY HOMES SC, LLC	7/22/24 @ 9:00 am	\$ 275,054.00
CMA SERVICES, INC.	7/22/24 @ 7:11 am	\$ 168,234.24
DEWHIT FACILITY SERVICES	7/22/24 @ 9:33 am	\$ 244,685.76
US & S Inc.	7/22/24 @ 12:19 pm	\$ 358,303
THE BUDD GROUP	7/22/24 @ 1:48 pm	\$ 402,397.00
ServiceMaster Clean	7/22/24 @ 7:11 AM	\$ 364,436.67
J & H Janitorial	7/19/24 @ 10:20 AM	\$ 216,670.08

Bids Received/Opened by:

*Krista Jones* 7/22/24  
*Valentine Jones* 7/22/24

# Exhibit E



## Greenville Technical College

### INTENT TO AWARD

Solicitation Number: GTC-24-05-301IFB-Janitorial Services-CMI-CHLS  
Issue date: 6/17/2024  
Procurement Officer: Valentina Johnson  
Phone: (864) 250-8180  
E-Mail Address: valentina.johnson@gvltec.edu

### POSTING DATE: August 1, 2024

Greenville Technical College intends to award the contract noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **August 13, 2024**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer. Vendor(s) are cautioned not to begin work on the contract or incur any costs associated with the contract prior to the effective date of the contract. Greenville Technical College assumes no liability for the expenses incurred by vendors prior to the effective date of the 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.

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.

SOLICITATION NUMBER: GTC-24-05-301IFB-Janitorial Services-CMI-CHLS  
DESCRIPTION: Janitorial Services  
ISSUE DATE: 6/17/2024  
OPENING DATE: 7/22/2024 @ 2:00 PM  
AWARDED TO: American Facility Services, Inc.  
1325 Union Hill Industrial Court, Suite A  
Alpharetta, GA 30004  
MAXIMUM POTENTIAL VALUE: \$681,000.00  
MAXIMUM CONTRACT PERIOD: CMI – October 1, 2024 through September 30, 2029  
CHLS - August 15, 2024 through September 30, 2029  
CONTRACT NUMBER: 24-05-301IFB08132024VJ  
CONTRACT ADMINISTRATOR DESIGNEE: Paul Snoad, Building/Grounds Manager

Item	Location	Monthly Cost	Annual Estimated Quantity	Extended (Annual) Cost
1	CMI	\$ 7,250.00	12	\$ 87,000.00
2	CHLS	\$ 4,100.00	12	\$ 49,200.00
<b>BID TOTAL</b>				<b>\$136,200.00</b>