



State of South Carolina

Request for Sealed Proposals

Solicitation:	SCC-438
Date Issued:	10-22-2019
Procurement Officer:	Michael Clardy
Phone:	864-592-4670
E-Mail Address:	clardym@sccsc.edu
Mailing Address:	SPARTANBURG COMMUNITY COLLEGE PURCHASING OFFICE 107 Community College Drive Spartanburg SC 29303-4759

DESCRIPTION: **Security Services**

USING GOVERNMENTAL UNIT: **Spartanburg Community College**

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

SUBMIT OFFER BY (Opening Date/Time): **11/11/2019 2:00 p.m.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **11/04/2019 2:00 p.m.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **(1) Original Copy, (5) Identical Copies (marked "copy") and (1) Redacted Copy (marked "redacted").**

CONFERENCE TYPE: **Non-Mandatory**
DATE & TIME: **10/31//2019 2:00 p.m.**

LOCATION: **Spartanburg Community College, Ledbetter Building Rm 209
107 Community College Dr
Spartanburg SC 29303**

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

AWARD & AMENDMENTS

Award will be posted on 12/18/2019. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

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

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS PREFERENCES DO NOT APPLY TO THIS SOLICITATION See SC Consolidated Procurement Code Reference 11-35-1524 (E) (3)
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Not Applicable
___ In-State Office Address same as Home Office Address ___ In-State Office Address same as Notice Address (check only one)

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

Spartanburg Community College is requesting bids on Security Services for four (4) campuses, plus one alternate for the Union campus. The central campus is located at the intersection of Business I-85 and New Cut Road (107 Community College Drive / P.O. Box 4386) Spartanburg, South Carolina 29305. The Tyger River campus is located at 1875 East Main Street in Duncan, South Carolina and the Cherokee Campus is located at 101 Campus Drive in Gaffney, South Carolina. Downtown Campus located at 142 South Dean Street, Spartanburg, South Carolina.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 12/30/2019 End date: 12/29/2022. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive and not responsible.

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any

contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

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]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number.

Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by Michael Clardy no later than **2:00 pm, est., 11/04/2019. Email is the preferred method for submitting questions with "Questions: Security Services" as the subject of the email. Questions must be submitted in an easily copied format such as Word.**
Email: clardym@scpsc.edu

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a

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

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or

modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: 10/31/2019 | 2:00 p.m. est

Location of Pre-Bid/Proposal Conference: Ledbetter Building Room 209, 107 Community College Dr. Spartanburg SC 29303

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

CONTENTS OF OFFER (RFP) (FEB 2015)

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

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015):

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP (JAN 2006)

The Spartanburg Community College picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - MMO ADDRESS (JUN 2006)

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

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

(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

SITE VISIT (JAN 2006)

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

Date & Start Time: 10/31/2019 | 3:00 p.m. est. (immediately following the Pre-proposal Conference)

Location: **Ledbetter Building Room 209, 107 Community College Dr. Spartanburg SC 29303**

[02-2B165-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

Scope of Work:

Scope of services will include providing both permanently assigned full-time and part-time security officers and part-time temporary officers, as needed, for four (4) Spartanburg Community College (SCC) campuses. The Bidder shall offer as an alternate to SCC the costs for providing security officers to the Union campus. This alternate may or may not be included in the final award. The estimated total man-hours for officers to fulfill this contract is approximately 24,406 hours for security, including 550 hours for traffic direction and Book Store security during semester start-ups and 300 hours to cover for campus police officers' vacation and sick time. These hours are estimated and may be more or less than the approximate hours shown. The annual hours and schedules can vary at the discretion of the Chief of Police.

The vendor shall include as part of their proposal a detailed description (**Approach and Methodology**) of how they plan to structure and operate the program requested by SCC at each location. This description should include the management and supervision of the officers and the program and include any recommendations proposed by the vendor to enhance or improve the SCC program.

Security Specifications:

The vendor shall meet all of the requirements of this solicitation and as established by law for the operations of a private security business in the State of South Carolina; shall possess a current license issued by the State of South Carolina, Law Enforcement Division (SLED); and shall maintain a business office which is properly equipped and staffed to carry out all normal business functions; and shall comply with all elements of this solicitation.

All security officers assigned to any SCC campus are required to have a current South Carolina Security Officer Registration Card on his/her person at all times while on duty at SCC. Officers are required to produce such cards at any time requested by designated management officials of SCC, any valid law enforcement officer or SLED agent. SCC shall retain the right to request the vendor relieve and replace any officer who does not have the required card in his/her possession; and the vendor shall be obligated to do so - at no expense to SCC- and with no interruption of services being provided.

Where needed, and as applicable for the performance of their duties, the contractor will be required to furnish vehicles/transportation that is properly marked as "Security" or with the Security providers logo identifying them as a security/law enforcement agency

The vendor shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies required to carry out all provisions of the written agreement, exclusive of equipment or administrative supplies specifically required by SCC.

Minimum employment requirements:

A. The vendor shall provide personnel who have a minimum of six (6) months experience in security and/or the law enforcement industry.

B. The security officers assigned must be in good physical health and shall have no physical disability which restricts or impairs performance of all duties and responsibilities normally expected of a security and law enforcement official.

C. All campus security officers must be currently certified in CPR and basic first aid training. All officers assigned must be certified within thirty (30) days from the beginning of work on any campus or be replaced with an officer who holds these certifications without interruption of service to the college. The officer's current CPR and basic first aid cards will be verified by the campus Police Chief or his designee.

D. All employees of the vendor shall meet or exceed the standards of competency, proficiency, character, and integrity required by law in Sections 40-17-10, 40-17-50, 40-17-70, and 40-17-130, South Carolina Private Detective and Private Security Agencies Act, as amended, and all persons employed shall be likewise registered by SLED. Notwithstanding the requirements of SLED, all security officers assigned to either campus shall be bound by a code of conduct which strictly regulates the personal appearance, conduct, attitude, and behavior with students, visitors, faculty, and staff of the College at all times. Additionally, all security officers assigned to SCC shall be bound by a code of professional ethics designed to protect both the trade secrets and public image of the college. Such codes shall positively insure that assigned personnel maintain a neat, professional, courteous, competent, and authoritative manner without creating any unnecessary friction with students, faculty members, staff and visitors.

E. All security officers assigned to SCC must have a current, valid, South Carolina Driver's License.

F. Should a position become vacant an on-site officer will be utilized until a suitable replacement is provided. SCC will be billed at the straight time rate for the vacant position and no overtime shall be authorized.

Minimum contract security officer background investigation requirements:

All security officers assigned to any campus location of SCC shall comply with all SLED requirements for backgrounds checks, or the following minimum requirements whichever is the most comprehensive:

A. Police records covering the past 10 years.

B. Past employment record check covering the past 5 years.

C. A drug screen to be given before officer begins duties at the college

D. At the discretion of Spartanburg Community College, the vendor may be required to administer a standard pre-employment polygraph test on all new security officers assigned to the College. In such cases, the vendor will be required to certify the results of such examinations, in writing, to the College. All such polygraph tests shall be billed to SCC at actual cost, as additional services.

E. Prior to final acceptance by SCC, any person proposed for assignment by the vendor, or at such time of a new hire, the Chief of Police or designee reserves the right to personally interview any person proposed for placement at any of the Campus locations. Any costs associated with these interviews will be billed at actual costs, as additional services.

Note: Any candidate or current employee with a negative report on any of the above will not be assigned to any SCC location.

Note: The vendor shall provide as part of their proposal a description of the vendors background investigation policies and procedures.

Firearms:

No security officer assigned to any campus shall be issued a permit to carry a handgun, either in a fully exposed or concealed manner, until he/she has satisfied to both SLED and SCC that he/she has received the additional four (4) hours (minimum) of formal classroom training; has demonstrated proficiency based on SLED standards; and has been issued an armed security officer's registration card by the South Carolina Law Enforcement Division. No security officer assigned to either campus shall be permitted to carry a handgun unless he/she has such registration card in his/her possession. SCC reserves the express right to request any security officer be down-graded to unarmed status at any time should that employee demonstrate any lack of proficiency, competency, responsibility, medical problem, mental condition, or other valid reason for such withdrawal.

The vendor shall be obligated to thoroughly investigate all such requests; and, if justified shall replace that officer without an interruption in service or shift schedule.

SCC requires that all officers assigned, who are authorized and permitted to carry a handgun be required to re-qualify in the use of such at least annually, unless sooner deemed necessary through deed. Failure to achieve qualifying score on either the firing range or on the written test during such annual recertification shall require that specific officer's SLED registration card to be downgraded to an unarmed status or that the officer be replaced at no expense to SCC until successful re-qualification is achieved. Likewise, a change in health or physical condition which could affect the officer's ability to perform in an armed capacity will require a review to determine if re-qualification is required. SCC shall retain the express right to request the vendor to relieve and remove from the premises any officer, who in the opinion of Spartanburg Community College, is not qualified to carry a handgun; who displays any unusual mental temperament that is considered to be unsafe; or who commits any unsafe act involving a handgun while on duty at the college.

All officers assigned to SCC shall be legally registered to carry a handgun and shall be positively identified, to the SCC Chief of Police as an "armed officer" if permitted to carry a weapon while on duty at the College. All security officer positions will be armed:

The vendor shall provide as part of their proposal a detailed description of the vendors armed officer training and recertification policies and procedures.

Uniform Requirements:

Uniform wear shall be provided to both full time and part time guards.

1. The warm weather uniform of security officers shall be a polo golf type shirt, slate or heather gray in color, with Security across the back of the shirt. The front left chest should be a company embroidered badge style or patch. Security officers will wear black BDU style pants.

2. The cold weather uniform shirts (long sleeves) should follow the same in color as the short sleeve.

3. Ball Caps will be included in both warm and cold weather wear

The vendor shall provide and furnish to the guards (full time and part time) sufficient quantities of uniform wear so as each person can report for duty in a clean and presentable manner. All uniform clothing items for security officers assigned to either campus of SCC shall be of good quality and every officer will match.

4. The vendor shall provide and furnish sufficient uniform rain wear so as each guard can perform all duties during rainy weather.

The Contractor shall have established procedures to control and regulate the replacement of worn, torn, or otherwise unserviceable uniform items and items of individual equipment on a repetitive and continuing basis or as necessary to maintain the highest possible standards. SCC shall retain the right to request the contractor to replace unserviceable items and/or temporarily replace any officer who does not meet the required standards, with no interruption of services being provided.

The prescribed items of equipment for officers assigned shall be a .38-caliber, 9mm or 40 caliber pistols with holster with safety strap (if employed in an armed role), handcuffs with holder; flashlight; security officers' badge, and company identification patches on all uniforms. All items of equipment shall be as closely matched as possible to insure uniformity of dress. No security officers in any capacity will wear a "class A" style uniform. This will prevent confusion between police and security.

Management and Supervision:

The vendor shall provide the necessary supervision to ensure that all agreed terms and conditions of the written agreement on four campuses are carried out. Such supervision shall include a designated "working supervisor" to insure prompt resolution of any problems which may arise. The designated working supervisor shall work day shift, Monday through Friday at the central campus and will be the primary contact person between the campus Police Chief and the vendor. The site supervisor will also be responsible for the security activity at ALL campuses.

The District Manager for the vendor will meet with the on-site security supervisor and the SCC Campus Chief of Police once each month for the purpose of discussing any problems which may arise, and the proper resolution of all such problems; and personal contact with employees of the vendor. Each visit will be logged on the College sign-in sheet.

The vendor shall provide, at no cost to the College, such management, supervisory, and consultation services as may be required to initially establish a highly trained, efficient, professional program and work force. At the request of the College, such services shall include a complete survey of all facilities; equipment to be utilized, a total review of procedures involved in any operations with which security officers must be familiar; and will include written recommendations for any changes in security or safety measures the vendor deems necessary and warranted. All such recommendations shall be afforded handling as "confidential" information by the vendor. This requirement shall be a continuing process for the duration of the contract. The site supervisor or the operations manager will be responsible for the orientation and training of all new officers.

The vendor shall be required to visit all SCC premises for the purpose of familiarizing himself with the requirements of the job. Failure to do so will not relieve the vendor from any responsibilities contained in the written agreement.

The vendor may, at any time, conduct post checks of their personnel by non-resident management personnel, provided the campus Police Chief at the College is notified of all such visits.

Training Requirements:

The hiring of a uniformed, armed security officer implies that this individual will be qualified and capable of responding to a variety of situations and/or emergency conditions. Therefore, SCC requires that all security officers assigned to its premises receive whatever training is required to mitigate possible injury to our own students, faculty, staff, the security officer, persons with whom we do business, etc. That exposure to the possibility of lawsuits, assets losses, thefts, and incidents involving employees are minimized through proper training.

A minimum of eight (8) hours of on-the-job training is required for each of the personnel assigned. Six (6) hours with the on-site supervisor and two (2) on the shift the officer has been assigned to work. Such training shall include all operational aspects of the job at the facility and is exclusive of the training required by law. All such training shall be provided by the vendor's training officer, operations manager, or the designated working supervisor. All assigned officers will be cross-trained on procedures for the Central, Tyger River and Cherokee campus and shall be qualified to work on either campus if needed. Employees shall be paid by the vendor at their regular rate of pay for all such training. All costs associated with all refresher training shall be paid by the vendor.

The Licensee (vendor) shall have a certified company trained officer who shall have met all of the requirements for such officer as established by law and who is recognized by SLED. Such officer shall have attended a training seminar conducted by SLED of at least forty (40) hours in length and shall be required to attend refresher or update training as may be required by SLED.

The vendor shall provide the services of its training officer or operations manager to the College, for whatever period of time is required, to review existing operational procedures and job requirements; to develop a complete job description and training outline for the vendor's own use; and to familiarize himself with the conditions and surroundings of the College. Upon completion, the resulting documents generated shall be coordinated with, and approved by Spartanburg Community College. These documents shall then be used as the source documents for all future training of employees of the vendor. SCC shall provide, at no cost to the vendor, current copies of all existing such documents currently being used for such purposes.

As an alternative, and as permitted by Law, the vendor may obtain such training services from an outside source, provided all other conditions are met; all costs incurred are borne by the vendor; and the training provided meets or exceeds the standards established for other employees.

The vendor shall not accept any training provided by any person employed in an employer/employee relationship and utilized in connection with the employer's business in lieu of any training required by Law and the rules established by SLED. No such training shall be recognized by the vendor, unless such employer is a properly licensed security business and person conducting such training be a duly registered, certified training officer who has successfully completed the required seminar, and such training and training officer is recognized by SLED.

The vendor shall only accept certifications of training from other security companies when such training meets both the requirements established by State Law and with the approval of the SCC Chief of Police. To be acceptable, all such training must be certified, in writing, by present or past employers to the vendor.

Note: The vendor shall provide as part of their proposal a copy of the vendors employee training policies and procedures.

(Pre-employment orientation training):

The special hazards and responsibilities of private security work require that in addition to training required by law for registration of personnel to serve in a security officer capacity, that the officer be trained in all aspects of the job on the contract he/she is assigned and, in the rules, and regulations within which he/she will be expected to respond and/or conduct themselves. Therefore, SCC shall require a strictly obeyed minimum of four (4) hours additional pre-employment training to consist of at least the following subject matter: This training is required in addition to any SLED training received.

1. Training Programs: An explanation of the types of security officer training meetings and programs; and indoctrination into the records to be maintained on each officer; and an insight into on-the-job training requirements.

2. Emergency Procedures: Who to call and under what conditions either vendor management personnel or SCC management personnel are to be called; who to call if police assistance or fire station assistance is required; and the general conditions which should be considered in an emergency.

3. Legal powers and limitations with regards to use of force, search of packages, handbags, etc. of employees of the college, its faculty, staff and students and the summoning of police for assistance.

4. Premises Patrols: An explanation of the types and purposes of patrols of the premises, types of equipment and permanent time recording devices used by security officers during such patrols and their relationships to client insurance costs, and specific rules which govern the care and use of all such equipment.

5. Property Protection and Patrol:

Officer will be introduced to the methods and procedures for making protective security patrols. Methods and skills, reporting requirements, ability to implement safety, fire protection, and bomb threat procedures established by SCC and the proper use of telephones and other client provided communications means.

6. Personal Skills:
 - a. Report(s) Writing and Proper Preparation
 - b. Conducting Interviews of Witnesses and Taking Statements
 - c. Vehicle Traffic and Control Laws and Techniques

7. First Aid and Special Problems:
 - a. Basic First Aid Techniques
 - b. Handling of Juveniles and/or Drunks
 - c. Mental Disorders, Drugs and Alcohol Use and Abuse
 - d. Self Defense Measures

8. Fire Detection and Control:
 - a. Principles of Fire Protection
 - b. Fire Control
 - c. Investigations
 - d. Automatic Sprinkler Systems and Annunciator Panels

The vendor shall be required to establish and maintain current formal training records on each officer assigned and to formally document all training provided. Such records shall include training required by law for registration by SLED, all weapon qualifications training, and any specialized training the officer has received. All such training records shall be made available to both SCC and SLED at any time, upon request.

Responsibilities:

A. All SCC management staff and faculty members at either campus are charged with the responsibility of reporting all violations (and suspected violations) of security to either the Campus Police Department or the security officer(s) on duty (as may be appropriate). Security officers are charged with the responsibility to formally record all such reports and immediately investigate the reported violation (or suspected violation) and to take the appropriate actions.

B. All SCC employees (including supervisors and managers, students, and faculty members are responsible to comply with a security officer's request to examine or inspect all packages and containers and for obtaining written permission for the removal of any property owned by Spartanburg Community College.

C. Flags: Raise/lower flags, monitor condition of the flags and replace as needed, especially monitor during bad weather

D. Fire & Tornado Drills: Work with college personnel during drills, may be assigned to areas to monitor lights, Students, etc.

E. The vendor's personnel will be required to monitor specific college equipment, including cameras, and to record specific readings as designated by the campus Chief of Police. Such equipment shall be operated and maintained by the College.

F. The vendor's personnel are prohibited from signing any complaint on behalf of SCC.

G. The vendor's personnel are not authorized to accept service or civil action papers on behalf of SCC, its faculty, staff or students.

Visitor Control:

Visitor: Any person not employed by SCC who is permitted to enter the business offices and/or classrooms, libraries, bookstore, or other educational facilities of the College.

- Contractor: Any contractor or vendor of services hired by SCC to perform necessary work to maintain or upgrade the building, equipment, grounds, or services being provided.
- Visitee: The person being visited by an additional visitor to the premises of any property of Spartanburg Community College.
- Customer: Representatives of customer organization(s) who are invited to the premises for the promotion and/or purchase or sale of services or to witness educational and instructional processes.
- Vendor: Sales representatives for supplies or potential suppliers of materials or services which may be used for college business.
- Educational/Technical: Officials or students of recognized educational institutions and members of professional, technical, and management societies.
- Community Groups: Groups and leaders of government whose attitude can affect or enhance the reputation of Spartanburg Community College.

All SCC employees are responsible for escorting visitors within established limits while such visitors are on the premises. Such escorting persons will be responsible for insuring that all identification procedures are followed and that control measures are not violated.

All visitors shall be subject to the identification and control measures established by Spartanburg Community College, without exception.

Employee Pay and Benefits / Other Provisions

The contractor will provide the following information as part of their proposal

A. Minimum starting salary for any employee assigned to work at any SCC location.

B. Minimum starting salary for the designated "working supervisor".

The vendor shall provide an attachment to the bid which lists all benefits including salary and compensation provided to the security officers assigned. (i.e., life insurance, medical and health insurance, dental insurance, long term disability insurance, retirement plans, etc.)

The attachment shall also list the fringe benefits provided to the officers assigned. (i.e., paid vacations, paid sick leave, unpaid sick leave, holiday pay, etc.) Descriptions shall be in sufficient detail to enable SCC to evaluate the benefit program.

These benefits will remain in effect for the duration of the contract.

C. SCC reserves the right to adjust hourly schedules at either campus as needed during changes in hours of operation on either campus. The college also reserves the right to reduce services or the number of officers on either campus as necessary due to budget or funding constraints.

D. Extra Labor: At times throughout the year the college may request additional officers to perform additional or other specified tasks. As much notice as possible will be given in this type situation. The contractor will be required upon 24-hour notice to furnish these officers. Officers for special events such as parking assistance, bookstore duty, must be qualified to perform the duties which they are assigned. At the discretion of the Campus Police Chief, these special duty officers will be exempt from the specific training required by the contract. Part-time and special event officers shall be paid the same rate of pay as a regular officer.

Billing and Invoices:

The vendor shall bill (invoice) the College on a monthly basis. The quoted rates shall be inclusive of all costs associated with providing the required services.

Billing invoices shall be broken down separately for all locations and will include detailed billing with a summary of hours worked.

In the event extra charges apply, the contractor will provide, an explanation and detail of any additional charges incurred by SCC.

All additional duties for which extra charges will be billed must be approved by SCC prior to execution.

Should the College, or any single campus be closed for any reason other than regularly scheduled closings or holidays, SCC shall receive credit, or not be billed for those hours that services are not provided.

DESCRIPTION OF FACILITIES, SERVICES, AND SCHEDULES

CENTRAL CAMPUS (LOT #1)

SCC Central Campus is located at 107 Community College Dr in Spartanburg, S.C. The campus is situated on 102 acres with eight (8) major buildings totaling 453,000 square feet. The college maintains lighted parking areas with the capacity of 1,969 vehicles.

SCC employs approximately 600 full and part-time faculty and staff which serve approximately 6000 students annually. (the figure does not include Corporate and Community Education) The college offers both day, evening and week-end classes. Normal operating hours for the main campus is 7:00 am. till 10:45 pm. -Monday thru Thursday and 7:00 am. till 1:30 pm. on Fridays. Week-end classes are scheduled as needed.

SECURITY PROCEDURES/POST ORDERS FOR CENTRAL CAMPUS (IN ADDITION TO ROUTINE PATROL):

Security officers assigned to SCC Central Campus will be required to perform the following specific functions:

1. Perform routine patrols in all visitor, faculty and student parking lots at intervals to be determined and mutually agreed. Such patrols shall monitor that students and faculty are, in fact, parked in spaces specifically designated (i.e., students are not allowed to park in spaces designated for faculty members and vice-versa). Such patrols shall include visual inspection of vehicles to determine validity of college issued parking permits and enforcement of parking restrictions/prohibition in fire lanes, no parking zones, and/or "handicapped" parking spaces. Issuance of citations shall be as directed by policy. Assigned officers are specifically prohibited from having vehicles which are illegally parked, towed away.

4. Assigned officers shall be required to monitor all exterior lighting and/or security lighting on a day-by-day and shift-by-shift basis to insure proper lighting in all outside areas is maintained. Officers shall report all burned out exterior lights and/or damages to lighting fixtures to the proper SCC contact prior to the beginning of the next shift.

5. Assigned officers shall be required to make foot patrols of the premises at intervals and to specific locations as prescribed by the Campus Police Chief. Such patrols shall include regular visits to specified areas considered to be "high risk" areas. These patrols shall be at irregular intervals and via irregular routes to preclude establishing definite patterns and prescribed times. Such foot patrols shall include a physical check of all exterior doors and windows which can be opened, at least four (4) times each shift and no more than two (2) hour intervals. The time, date, and location of these activities should be logged on the officer on duty daily shift report. Any duty or situation which precludes any prescribed foot patrols not being performed will require fully justified substantiating remarks in the activities log to be maintained.

NOTE: Consideration may be given to any contractor that offers an electronic system of logging routes or foot patrols, such as the use of "QR" codes, etc. where the information can be shared and reported on electronically.

6. Assigned officers shall be required to maintain a daily activity log in which all significant events/activities are recorded. A copy of which, will be left for the Chief of Police. In addition, assigned officers shall be required to maintain a sign-in/sign-out register whereby all visitors to the college during hours when the college is closed are required to sign in and out and positive identification of all such persons is required.

7. Assigned officers shall be required to perform a full range of other security duties as necessary to maintain law and order and to protect the lives and property of faculty members, administrative staff, students and visitors of Spartanburg Community College.

8. Officers will be constantly aware of their surroundings and offer observations which could continually enhance the safety and security of the college.

BASIC SERVICE SCHEDULE FOR THE CENTRAL CAMPUS

Site Supervisor	2080 hrs. per year
2nd shift Officer	1820 hrs. per year
3rd shift Officer	2080 hrs. per year
Weekend Officer	1248 hrs. per year

Monday – Friday

- **3rd shift: Midnight – 8:00 a.m.**
- **2nd shift: 5:00 p.m. – Midnight**
- **1st shift: 8:00 a.m. – 5:00 p.m.**

Saturday – Sunday

- **Saturday: Midnight – 12:00 p.m.**
- **Sunday: Midnight – 12:00 p.m.**

TYGER RIVER CAMPUS (LOT #2)

The SCC, Tyger River Campus, is located at 1875 East Main St. in Duncan, S.C. on S.C. Highway 290 approximately two (2) miles East of Interstate 85.

The campus consists of two buildings with ample parking for the facility. The campus offers day and evening classes and operates from 7:00 am until 10:00 pm on Monday thru Thursday and 7:00 am until 5:00 pm on Fridays. There may be extra hours on Fridays or Saturdays due to special request for scheduling.

SECURITY PROCEDURES/POST ORDERS FOR TYGER RIVER CAMPUS (IN ADDITION TO ROUTINE PATROL):

Security officers assigned To Tyger River Campus will be required to perform the following specific functions:

1. Officers will be required to maintain a daily activity report in which all significant events, activities, complaints, accidents or incidents are recorded. A copy of which will be left for the oncoming police officer.
2. In addition to assigned duties officers shall be required to make foot patrols of the entire premises at irregular intervals and via irregular routes to preclude establishing definite patterns and prescribed times. Such patrols will include a physical check of all doors and windows that could be opened. These checks shall take place at least four (4) times per shift and no less than two (2) hour intervals. Any duty or situation which precludes any prescribed foot patrols not being performed will require fully justified substantiating remarks in the daily log and the missed patrols should be made up as soon as possible.
3. As applicable, evening officers shall be required to monitor all exterior lighting, interior lighting and/or security lighting on a daily basis to insure proper lighting in all inside and outside areas of the campus. In addition, officers will be required to report all burned out lights and /or damages to fixtures installed.
4. Officers will be constantly aware of their surroundings and offer observations which could continually enhance the safety and security of the college.
5. Officers at the Tyger River Campus will work under the general direction of the Executive Director or Evening Coordinator while on duty. They will maintain daily communications to discuss current activities or potential problems.

BASIC SERVICE SCHEDULE FOR THE TYGER RIVER CAMPUS

2nd shift Officer	1560 hrs. per year
3rd shift Officer	1872 hrs. per year
Friday Officer	624 hrs. per year
Weekend Officer	1248 hrs. per year

Monday – Thursday

- **3rd shift: Midnight – 7:30 a.m.**
- **2nd shift: 3:30 p.m. – Midnight**

Friday

- **12:00 p.m. – Midnight**

Saturday – Sunday

- **Midnight – 12:00 p.m.**
- **12:00 p.m. - Midnight**

CHEROKEE COUNTY CAMPUS (LOT #3)

The SCC Cherokee Campus is located at 101 and 102 Campus Drive (directly off Hwy.11) in Gaffney, South Carolina approximately 1 mile from I-85.

The Campus consists of two buildings, with ample parking. The campus is open at 7:30 am till 10:00 pm Monday thru Thursday and 7:30 am till 1:30 on Friday. There may be classes on Saturdays as scheduled.

SECURITY PROCEDURES/POST ORDERS FOR THE CHEROKEE CAMPUS (IN ADDITION TO ROUTINE PATROL):

Security officers assigned To the Cherokee Campus will be required to perform the following specific functions:

1. Officers will be required to maintain a daily activity report in which all significant events, activities, complaints, accidents or incidents are recorded. A copy of which will be left for the oncoming police officer.
2. In addition to assigned duties officers shall be required to make foot patrols of the entire premises at irregular intervals and via irregular routes to preclude establishing definite patterns and prescribed times. Such patrols will include a physical check of all doors and windows that could be opened. These checks shall take place at least four (4) times per shift and no less than two (2) hour intervals. Any duty or situation which precludes any prescribed foot patrols not being performed will require fully justified substantiating remarks in the daily log and the missed patrols should be made up as soon as possible.
3. As applicable, evening officers shall be required to monitor all exterior lighting, interior lighting and/or security lighting on a daily basis to insure proper lighting in all inside and outside areas of the campus. In addition, officers will be required to report all burned out lights and /or damages to fixtures installed.
4. Officers will be constantly aware of their surroundings and offer observations which could continually enhance the safety and security of the college.
5. Officers at the Cherokee Campus will work under the general direction of the Executive Director or Evening Coordinator while on duty. They will maintain daily communications to discuss current activities or potential problems.

BASIC SERVICE SCHEDULE FOR THE CHEROKEE CAMPUS

2nd shift Officer	1456 hrs. per year
3rd shift Officer	1560 hrs. per year
1ST shift Officer	NONE
Weekend Officer	520 hrs. per year

Monday – Thursday

- **3rd shift: Midnight – 7:30 a.m.**
- **2nd shift: 3:30 p.m. – 10:00 p.m.**

Friday

- **No Friday Schedule unless classes are scheduled (will be considered as extra work)**

Saturday

- **7:30 a.m. – 5:30 p.m.**

Sunday

- **NONE**

SCC DOWNTOWN CAMPUS (LOT #4)

The SCC Downtown Campus is located at 142 South Dean Street in Spartanburg South Carolina.

The Campus consists of one building with parking in the front and back of the building.

SECURITY PROCEDURES/POST ORDERS FOR THE DOWNTOWN CAMPUS (IN ADDITION TO ROUTINE PATROL):

Security officers assigned To the Downtown Campus will be required to perform the following specific functions:

1. Officers will be required to maintain a daily activity report in which all significant events, activities, complaints, accidents or incidents are recorded. A copy of which will be left for the oncoming police officer.
2. In addition to assigned duties officers shall be required to make foot patrols of the entire premises at irregular intervals and via irregular routes to preclude establishing definite patterns and prescribed times. Such patrols will include a physical check of all doors and windows that could be opened. These checks shall take place at least four (4) times per shift and no less than two (2) hour intervals. Any duty or situation which precludes any prescribed foot patrols not being performed will require fully justified substantiating remarks in the daily log and the missed patrols should be made up as soon as possible.
3. As applicable, evening officers shall be required to monitor all exterior lighting, interior lighting and/or security lighting on a daily basis to insure proper lighting in all inside and outside areas of the campus. In addition, officers will be required to report all burned out lights and /or damages to fixtures installed.
4. Officers will be constantly aware of their surroundings and offer observations which could continually enhance the safety and security of the college.
5. Officers at the Downtown Campus will work under the general direction of the Executive Director or Evening Coordinator while on duty. They will maintain daily communications to discuss current activities or potential problems.

BASIC SERVICE SCHEDULE FOR THE DOWNTOWN CAMPUS

1ST shift Officer	2080 hrs. per year
2nd shift Officer	2080 hrs. per year
3rd shift Officer	2080 hrs. per year
Weekend Officer	1248 hrs. per year

Monday – Friday

- **3rd shift: Midnight – 8:00 a.m.**
- **2nd shift: 4:00 p.m. – Midnight**
- **1st shift: 8:00 a.m. – 4:00 p.m.**

Saturday – Sunday

- **Saturday: Midnight – 12:00 p.m.**
- **Sunday: Midnight – 12:00 p.m.**

The SCC Union Campus is located at 1401 Furman L. Fendley Highway (Hwy.176) in Union, South Carolina.

The Campus consists of one building, with ample parking in the front and rear of the building. The campus is open at 8:00 a.m. until 5:00 p.m. Monday thru Thursday and 8:00 a.m. till 1:30 p.m. on Friday.

SECURITY PROCEDURES/POST ORDERS FOR THE UNION CAMPUS (IN ADDITION TO ROUTINE PATROL):

Security officers assigned To Union Campus will be required to perform the following specific functions:

1. Officers will be required to maintain a daily activity report in which all significant events, activities, complaints, accidents or incidents are recorded. A copy of which will be left for the oncoming police officer.
2. In addition to assigned duties officers shall be required to make foot patrols of the entire premises at irregular intervals and via irregular routes to preclude establishing definite patterns and prescribed times. Such patrols will include a physical check of all doors and windows that could be opened. These checks shall take place at least four (4) times per shift and no less than two (2) hour intervals. Any duty or situation which precludes any prescribed foot patrols not being performed will require fully justified substantiating remarks in the daily log and the missed patrols should be made up as soon as possible.
3. As applicable, evening officers shall be required to monitor all exterior lighting, interior lighting and/or security lighting on a daily basis to insure proper lighting in all inside and outside areas of the campus. In addition, officers will be required to report all burned out lights and /or damages to fixtures installed.
4. Officers will be constantly aware of their surroundings and offer observations which could continually enhance the safety and security of the college.
5. Should the campus be closed for any reason other than regularly scheduled closings or holidays the college will receive full credit for officers not used in supporting this contract.
6. Officers at the Union Campus will work under the general direction of the Executive Director or Evening Coordinator while on duty. They will maintain daily communications to discuss current activities or potential problems.

NOTE: The Union Campus is being bid as an “Alternate”. SCC does not commit to include this location in the final award of contract.

BASIC SERVICE SCHEDULE FOR THE CHEROKEE CAMPUS

1ST shift Officer	1664 hrs. per year
Friday Officer	268 hrs. per year

Monday – Thursday

- **1st shift: 8:00 a.m. – 5:00 p.m.**

Friday

- **1st shift: 8:00 a.m. – 1:30 p.m.**

Saturday

- NONE

Sunday

- NONE

TRANSITION PLAN

As part of this solicitation, the Contractor is required to submit a transition plan. The proposed plan shall include a detailed timeline for assuming operation of security services at all College locations. The plan shall include Contractor's hiring and training of Officers. The plan must also consider required College approval of personnel, vehicles, uniforms and equipment. Contractor shall provide a copy of their current Service Manual, Training Manual, Code of Conduct, Code Ethics, and Operations Manual as provided to each officer that includes the Offeror's mission and vision statements.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
Spartanburg Community College four campuses listed herein.
[03-3030-1]

SCC Central Campus | 107 Community College Drive | Spartanburg, SC
SCC Cherokee County Campus | 523 Chesnee Highway | Gaffney, SC
SCC Downtown Campus | 220 East Kennedy Street | Spartanburg, SC
SCC Tyger River Campus | 1875 East Main Street (Hwy 290) | Duncan, SC

(ALTERNATE) SCC Union Campus | 1401 Furman L. Fendley Highway (Hwy 176) Union, SC

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

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

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

[04-4005-1]

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

1. Approach/Methodology
 - a. Cover Letter
 - b. Provide a technical narrative that outlines in detail, in addition to specific requirements above, how you plan to deliver on the requirements outlined in Section III.
 - 1) Provide technical information/staffing plan that addresses how offeror proposes to accomplish the services included in the specifications. Include number of employees, job titles, ranks, shifts, supervisors and supervisory structure.
 - 2) Provide any recommendations for improving or enhancing the SCC program
2. Qualifications, Experience and Training Plan
 - a. Provide the details of the background investigation program
 - b. Provide a detailed plan for qualifications, experience and any other applicable affiliations or certifications.
 - c. Provide details on past experience for contracts held of similar scope to this contract. This is NOT references, but is details showing capabilities to perform this similar size and scope contract.
 - d. Provide the details and schedule for all training programs that include training activities, updates and/or refresher training for officers which shall encompass at least the minimum areas of instruction and firearm certification and recertification for armed officers.
3. Implementation schedule, support and training
 - a) Provide details as to the approach, plans and timing required to successfully become fully operational. This will include a firm start date.
4. Price Proposal
 - a) Offeror shall submit all price information as a separate document (Reference Section VIII – Bidding Schedule/Price-Business Proposal). **SCC reserves the right to exclude any lot/line items relating to the Union Campus. As described in this solicitation, the Union Campus lots are alternates**

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
<http://osmba.sc.gov/directory.html>
[04-4015-3]

SUBMITTING REDACTED OFFERS (MAR 2015):

If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - 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:**

Bidders must be a qualified, licensed security contractor whose normal business is security work similar in scope and nature as that being specified. The bidder must have an established business and have been in business with a fully staffed office within a 90-mile radius of the College. The vendor must provide documentation they have been in business for at least two years in the State of South Carolina.

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

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

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

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006):

Award will be made by complete lot(s) SCC reserves the right to not award any lots/line items relative to the Union Campus. [06-6015-1]

AWARD CRITERIA – PROPOSALS (JAN 2006):

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

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

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

EVALUATION FACTORS – PROPOSALS (JAN 2006):

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

- A. Approach/Methodology: Meet or Exceed the needs of the RFP
- B. Qualifications and Experience
- C. Implementation, Schedule, Support and Training
- D. Price Proposal

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the

applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

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]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

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

[07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

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.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006):

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter “action”) of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006):

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use

by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates.* Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return.* Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws.* Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy.* All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

LICENSES AND PERMITS (JAN 2006)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (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 ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

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

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 3 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 (MODIFIED)

(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 1-year(s) unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR:

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 ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

AWARD BY LOT (JAN 2006)

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

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]. Provide pricing information on the sheet below titled, "Price-Business Proposal Price Sheet".

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	2080.000	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Site supervisor - Basic Service Central				
Tendering Text: See Section 3 for detail specifications. Site supervisor - Basic Service Central Campus				
Internal Item Number: 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1820.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: 2 nd Shift Officer				
Tendering Text: See Section 3 for detail specifications. 2 nd Shift Officer - Basic Service Central Campus				
Internal Item Number: 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	2080.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: 3 rd Shift Officer				
Tendering Text: See Section 3 for detail specifications. 3 rd Shift Officer - Basic Service Central Campus				
Internal Item Number: 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1248.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Weekend Officer				
Tendering Text: See Section 3 for detail specifications. Weekend Officer (Saturday and Sunday)- Basic Service Central Campus				
Internal Item Number: 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	1560.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: 2 nd Shift Officer				
Tendering Text: See Section 3 for detail specifications. 2 nd Shift Officer - Basic Service Tyger River Campus				
Internal Item Number: 5				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	1872.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: 3 rd Shift Officer - Basic Service Tyger River Campus				
Tendering Text: See Section 3 for detail specifications. 3 rd Shift officer - Basic Service Tyger River Campus				
Internal Item Number: 6				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	2080.000	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: 3rd Shift officer - Basic Service TRC				
Tendering Text: See Section 3 for detail specifications. 3rd Shift officer - Basic Service Tyger River Campus				
Internal Item Number: 7				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	2496.000	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Friday Officer - Basic Service Tyger River Campus				
Tendering Text: See Section 3 for detail specifications. Friday Officer - Basic Service Tyger River Campus				
Internal Item Number: 9				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	300.000	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Weekend Officer - Basic Service Tyger River Campus				
Tendering Text: See Section 3 for detail specifications. Weekend coverage (Saturday and Sunday) - Basic Service Tyger River Campus				
Internal Item Number: 10				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0010	1456.000	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: 2 nd Shift Officer - Basic Service Cherokee County Campus				
Tendering Text: See Section 3 for detail specifications. 2 nd Shift Officer - Basic Service Cherokee County Campus				

Internal Item Number: 11

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0011	1560.000	Hours		

Product Cat.: 99046 - Guard and Security Services

Item Description: 3rd Shift Officer - Basic Service Cherokee County Campus

Tendering Text: See Section 3 for detail specifications. 3rd Shift Officer - Basic Service Cherokee County Campus

Internal Item Number: 12

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0012	520.00	Hours		

Product Cat.: 99046 - Guard and Security Services

Item Description: Weekend Coverage – Cherokee County Campus

Tendering Text: See Section 3 for detail specifications. Weekend Coverage (Saturday only) - Basic Service Cherokee County Campus

Internal Item Number: 13

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0013	2,080.000	Hours		

Product Cat.: 99046 - Guard and Security Services

Item Description: Security services 1st Shift Officer – Downtown Campus

Tendering Text: See Section 3 for detail specifications. Security Service 1st Shift Officer - Service Downtown Campus

Internal Item Number: 14

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0014	2,080.000	Hours		

Product Cat.: 99046 - Guard and Security Services

Item Description: Security services 2nd Shift Officer – Downtown Campus

Tendering Text: See Section 3 for detail specifications. Security Service 2nd Shift Officer - Service Downtown Campus

Internal Item Number: 15

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0015	2,080.000	Hours		

Product Cat.: 99046 - Guard and Security Services

Item Description: Security services 3rd Shift Officer – Downtown Campus

Tendering Text: See Section 3 for detail specifications. Security Service 3rd Shift Officer - Service Downtown Campus

Internal Item Number: 15

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
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0016	1248.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Security services Weekend Officer – Downtown Campus				
Tendering Text: See Section 3 for detail specifications. Security Service Weekend Officer (Saturday and Sunday) - Service Downtown Campus				
Internal Item Number: 16				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0017	1664.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Security services 1 st Shift Officer – Union County Campus				
Tendering Text: See Section 3 for detail specifications. Security Service 1 st Shift Officer - Service Union County Campus				
Internal Item Number: 17				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0018	268.00	Hours		
Product Cat.: 99046 - Guard and Security Services				
Item Description: Friday Officer - Basic Service Union County Campus				
Tendering Text: See Section 3 for detail specifications. Friday Officer - Basic Service Union County Campus				
Internal Item Number: 18				

NOTE: Additional work required at any location and the hours worked for any application will be billed and paid based on the hourly rates provided in the applicable line item of this proposal.

Award will be made on total combined cost for four campuses.

TOTAL COMBINED COST FOUR (4) CAMPUSES

\$_____ Annual Cost of all line items from the bid schedule 1-16.

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- Attachment A– Important Tax Notice – Nonresidents Only
- Attachment B –Bidder Information Reference
- Attachment C – Bidder Checklist
- Attachment D – Open Trade Representation

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>
[09-9005-4]

ATTACHMENT B

BIDDER INFORMATION References:

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last two (2) years:

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

ATTACHMENT C

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

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

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

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

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

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

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

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

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

ATTACHMENT D

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

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

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

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