



State of South Carolina

Invitation For Bid

Solicitation: 5400027656
 Date Issued: 12/03/2024
 Procurement Officer: LATITIA TREZEVANT
 Phone: (803) 896-9036
 E-Mail Address: ltrezevant@scvrd.net
 Mailing Address: SC Vocational Rehabilitation Dept.
 Attn: Procurement Dept.
 1410 Boston Avenue
 West Columbia SC 29170

DESCRIPTION: **PURCHASE OF MOBILE CLASSROOM**
 USING GOVERNMENTAL UNIT: **VOCATIONAL REHABILITATION**

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

SUBMIT OFFER BY (Opening Date/Time): **12/31/2024 by 11:00 a.m.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/13/2024 by 12:00 p.m.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE BIDDING ONLY**

CONFERENCE TYPE: **Not Applicable**
 DATE & TIME:

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

LOCATION: **Not Applicable**

AWARD & AMENDMENTS

Award will be posted on **01/09/2025**. 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 sixty (60) 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)

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

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

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>___ Calendar Days (%)</p>
---	-----------------------------	-----------------------------	-----------------------------	------------------------------

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

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

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

Table of Contents

SECTION_I	5	
ACQUIRE SUPPLIES/EQUIPMENT (MODIFIED)	5	
SECTION_IIA	5	
DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)	5	5
AMENDMENTS TO SOLICITATION (JAN 2004)	5	
AUTHORIZED AGENT (FEB 2015)	6	
AWARD NOTIFICATION (MAR 2024)	6	
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)	6	
BID ACCEPTANCE PERIOD (JAN 2004)	6	
BID IN ENGLISH and DOLLARS (JAN 2004)	6	
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)	6	6
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)	6	6
CODE OF LAWS AVAILABLE (JAN 2006)	8	
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)	8	8
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	8	
DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)	8	8
DUTY TO INQUIRE (FEB 2015)	8	
ETHICS CERTIFICATE (MAY 2008)	9	
MULTIPLE OFFERS (MAR 2024)	9	
OMIT TAXES FROM PRICE (JAN 2004)	9	
PRICING (MAR 2024)	9	
OPEN TRADE REPRESENTATION (JUN 2015)	9	
PROTESTS (MAY 2024)	9	
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)	10	10
PUBLIC OPENING (JAN 2004)	10	
QUESTIONS FROM OFFERORS (FEB 2015)	10	
REJECTION/CANCELLATION (JAN 2004)	10	
RESPONSIVENESS (MAR 2024)	11	
SIGNING YOUR OFFER (JAN 2004)	11	
STATE OFFICE CLOSINGS (JAN 2004)	11	
DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)	11	11
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)	12	12
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)	12	
VENDOR REGISTRATION MANDATORY (MAY 2024)	12	
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	13	13
SECTION_IIB	13	
DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)	13	13
DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)	13	
ON-LINE BIDDING INSTRUCTIONS (MAR 2015)	13	
PREFERENCES - A NOTICE TO VENDORS (SEP 2009)	13	
PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)	14	14
PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)	14	14
PROTEST – CPO – MMO ADDRESS (MAR 2024)	14	
RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)	14	14
UNIT PRICES REQUIRED (JAN 2006)	14	
SECTION_III	15	
SEE BIDDING SCHEDULE	15	
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)	15	15
DELIVERY DATE -- PURCHASE ORDER (JAN 2006)	15	
OPERATIONAL MANUALS (JAN 2006)	15	
TRAINING (JAN 2006)	15	
SECTION_IV	16	
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)	16	16
MINORITY PARTICIPATION (APR 2024)	16	

SECTION_V	17	
QUALIFICATIONS OF OFFEROR (MAR 2015)	17	
SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)	17	
SECTION_VI	18	
AWARD CRITERIA -- BIDS (JAN 2006)	18	
AWARD TO ONE OFFEROR (JAN 2006)	18	
CALCULATING THE LOW BID	18	
COMPETITION FROM PUBLIC ENTITIES (JAN 2006) ...	18	
SECTION_VIIA	18	
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)	18	
BANKRUPTCY - GENERAL (FEB 2015)	18	
CHOICE-OF-LAW (JAN 2006)	18	
CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)	18	
CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)	18	
DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	19	
DISPUTES (MAY 2024)	19	
EFT INFORMATION APR 2024)	20	
FALSE CLAIMS (JAN 2006)	20	
FIXED PRICING REQUIRED (JAN 2006)	20	
NO INDEMNITY OR DEFENSE (FEB 2015)	20	
NOTICE (MAY 2024)	20	
OPEN TRADE (JUN 2015)	20	
ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)	21	
PAYMENT and INTEREST (FEB 2021)	21	
PUBLICITY (JAN 2006)	21	
PURCHASE ORDERS (JAN 2006)	21	
SURVIVAL OF OBLIGATIONS (JAN 2006)	21	
TAXES (JAN 2006)	22	
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	22	
THIRD PARTY BENEFICIARY (JAN 2006)	22	
WAIVER (JAN 2006)	22	
SECTION_VIIB	22	
CHANGES (JAN 2006)	22	
COMPLIANCE WITH LAWS (JAN 2006)	23	
CONFERENCE -- PRE-PERFORMANCE (JAN 2006)	23	
CONTRACTOR PERSONNEL (JAN 2006)	23	
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)	23	
DEFAULT (JAN 2006)	23	
ILLEGAL IMMIGRATION (NOV 2008)	24	
LICENSES AND PERMITS (JAN 2006)	25	
PRICE ADJUSTMENTS (JAN 2006)	25	
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) ...	25	
RELATIONSHIP OF THE PARTIES (JAN 2006)	25	
SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)	26	
TERMINATION FOR CONVENIENCE (JAN 2006)	26	
SECTION_VIII	28	
BIDDING SCHEDULE (NOV 2007)	28	
SECTION_IX	29	
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	29	

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES/EQUIPMENT (MODIFIED)

The purpose of this solicitation is to purchase a MSV Series 400-102-37 – Diesel Mobile Classroom with the enclosed description and/or specifications and conditions.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY 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(5)]

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 Contract,” either optional or mandatory, 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 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.

[02-2A003-4]

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 (MAR 2024)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any

other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an

Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

[02-2A040-2]

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

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

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

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental 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]

MULTIPLE OFFERS (MAR 2024)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PRICING (MAR 2024)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2024)

- (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO."
- (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to the Procurement Officer. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

- (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**
- (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS (MAR 2024)

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

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

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the

empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

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

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

VENDOR REGISTRATION MANDATORY (MAY 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor

number. Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate “Update vendor number” with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

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

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

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

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

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

[02-2B105-2]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

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

IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

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

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

PROTEST - CPO - MMO ADDRESS (MAR 2024)

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

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

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

[02-2B122-2]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

The purpose of this solicitation is to purchase a MSV Series 400-102-37 – Diesel Mobile Classroom with the enclosed description and/or specifications and conditions.

SPECIFICATIONS

See the attachments included in this solicitation for specifications.

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:

SC Vocational Rehabilitation Dept.
1410 Boston Avenue
West Columbia SC 29170

[03-3030-1]

DELIVERY DATE -- PURCHASE ORDER (JAN 2006)

All items shall be delivered within 60 days after receipt of purchase order. [03-3038-1]

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

TRAINING (JAN 2006)

Upon request, contractor shall demonstrate equipment within 15 days after delivery. [03-3080-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (APR 2024)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - 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:**

For progress visits, after the awarding of the contract, the Offeror's business must be located within a 250-mile radius of or no greater than a 3 ½ hour drive from 1410 Boston Ave., West Columbia, SC.

- (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]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

Lowest bid will be calculated by considering bidder pricing and all applicable preferences.
[06-6050-1]

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]

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 AWARDED PURSUANT TO CODE (MAR 2024)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (MAY 2024)

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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

EFT INFORMATION (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

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 (MAY 2024)

(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) ten days after 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. [07-7A050-2]

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]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the

Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

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

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

PAYMENT and INTEREST (FEB 2021)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing

accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

[07-7B025-1]

COMPLIANCE WITH 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 PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if

the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

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

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

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

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

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

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

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

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

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

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

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

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

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

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

[07-7B160-1]

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

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)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1.000	each		
Product Catg.: 99894 - Vehicles: Incl. Automobiles Trucks Trailers etc.				
Item Description: MSV SERIES 4000-102-37 CLASSROOM (DIESEL				
Internal Item Number: 1				

IX. ATTACHMENTS TO SOLICITATION

Attachments:

- Attachment A: Important Tax Notice – Nonresidents Only**
Attachment B: General Specifications for The MSV Series 4000-102-37 Mobile Classroom
Attachment C: Conversion Specifications
-

ATTACHMENT A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**.

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

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

[09-9005-5]

ATTACHMENT B

GENERAL SPECIFICATIONS FOR THE MSV SERIES 4000-102-37 MOBILE CLASSROOM

MSV SEREIS 4000-102-37 MOBILE CLASSROOM

BASIC VEHICLE DIMENSIONS

Width:	Interior	96"
	Exterior	102"
Height:	Interior	83.5"
	Exterior	13' 2"
Length:	Exterior	37'
Wheelbase:		193"

CHASSIS SPECIFICATIONS

TYPE

Heavy-duty front engine transit type shall be provided.

AIR CLEANER

Shall be heavy-duty replaceable type. Shall be mounted outside the passenger compartment with proper ducting to provide adequate engine aspiration. Location of the air intake shall be above the radiator for cleanest possible air. The air cleaner shall be readily accessible for servicing. The air cleaner shall include a progressive locking air restriction indicator. Donaldson replaceable single-stage air cleaner or equal.

ALTERNATOR

Shall be Leece Neville 12 volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty 2-leg type as specified in SAE-J-80.

AXLES

Front: Detroit 13,200 lb. capacity integral arm steer axle. Forged steel I-Beam type with greasable tie rod ends and 80" nominal track width. King pin size 1.794" diameter with sealed bushing and tapered roller thrust bearings. Turning angle shall be minimum 45 degrees to allow maximum maneuverability.

Rear: Detroit 19,000 lbs. capacity single reduction, spiral bevel gearing shall be provided.

BATTERIES

Provide two (2) 12-volt conventional, BCI Group 31 batteries with threaded stud terminals. Batteries will have minimum 760 cold cranking amps each at 0 degrees Fahrenheit; 200 minutes minimum reserve capacity at 80 degrees Fahrenheit. Separate battery for generator shall be provided.

BRAKES

Air Brakes System: Service Brakes dual air brake system designed to meet all requirements of FMVSS- 121 in effect at time of manufacture. Front chamber 24 sq. in. Rear chamber 30 sq. in. "S" cam type.

Automatic slack adjuster (Meritor). Brake size front 16 1/2"x 5" x 7/8" Lining area- 314 sq. in. each. Brake size rear 16 1/2" x 7 7/8" Lining area- 440 sq. in. each. Total lining area 754 sq. in. Parking brake will be 30 sq. in. Spring type combination rear service and parking brake. Activated by a dash mounted control valve. Parking brake will be 30 sq. in. Spring type combination rear service and parking brake.

Anti-lock Braking System: Bendix 4-channel ABS with indicator light on dash. Front wheel speeds are sensed individually, and the front brake application pressure modulator is governed by the wheel approaching lock-up to minimize steering input. Rear wheel speeds are sensed individually, and rear brake application pressure modulation

is governed by individual wheel speeds to maximize braking effort. The system is activated by the ignition switch and actuated by brake application. Every time the ignition switch is turned on, the system runs an automatic function check.

Air/Brake System: Dual airflow with a Wabco 18.7 CFM compressor. The air compressor will be gear driver and water cooled. The air compressor inlet is from the engine intake manifold. The airlines consist of flexible tubing to meet the requirements of SAE standard J844 or J844 Type 38 where conditions do not exceed temperatures of 200°F. The airlines are color coded for easy identification as follows: Green = primary brake lines, Red = secondary brakes, Brown = parking brake, Yellow = compressor governor signal and Black = accessories. The air reservoirs include one (1) wet tank at 1500 cu. in. and two (2) dry tanks at 3000 cu. in. There are automatic air tank drains with heater.

Air Dryer: Bendix AD9 air dryer with heater. Desiccant air dryer removes moisture from brake system. Dual airflow with a Bendix Tu-Flo 550 13.2 CFM air compressor.

COOLING SYSTEM

Radiator 796 sq. in. core area radiator with beta weld construction, serpentine fins (3 rows with 16 FPI), 24 in. 10 blades nylon fan shall be provided. Electrically operated fan clutch shall be provided. The beta weld radiator core prevents “solder bloom” common to soldered cores and offers added durability of the core. The integral deaeration top tank and overflow bottle provides complete coolant deaeration recommended by engine manufacturer. This results in longer engine life.

DRIVE LINE

Spicer Life SPL size to be determined by engine transmission application. Guards for each driveshaft are included.

ELECTRICAL SYSTEM

12-volt negative ground with 150-amp circuit breaker with master disconnect shall be provided.

ELECTRICAL CONTROLS & INSTRUMENTS

Dash Mounted

- Directional signals indicator lamp
- Dual reading gauges – US Primary/Metric Secondary
- Engine coolant temperature gauge
- Fuel level gauge
- Headlight switch
- High/low beam indicator
- Ignition key operated engine shutoff
- Low air pressure warning light (air brake only)
- Oil pressure gauge
- Speedometer/odometer – 7 digits (including 10ths)
- Voltmeter
- 300-amp ammeter
- Transmission temperature gauge
- Momentary electric fast idle switch
- “Check Engine” engine fault code warning lamp
- “Engine Warning” fault code warning lamp
- High coolant temperature/low oil pressure warning buzzer and “EPS Stop Engine” warning lamp
- “Air Intake Heater” engine grid heater lamp

Steering Column Mounted

- Self-canceling combination turn signal
- High beam switch

- Horn
- Four-way flasher

ENGINE

Cummins	260 Horsepower Engine
Model	ISB-260
Displacement	409 Cu. In. (6.7L)
Rated Horsepower	260 HP (172 KW) at 2600
Governed Speed	2600
Rated Torque	620 lb.-ft (705 NM) at 1600 Configuration
	4-Cycle In-line 6 Un-sleeved with EGR
After Cooler	Air to Air
Fuel	Ultra Low Sulfur #2 Diesel
Crankcase Capacity	15 qt. (14.2 L)
Weight	1150 lb. (523 kg) with flywheel housing and air compressor
Idle Speed	800 RPM
Air Compressor	Wabco 18.7 CFM
Alternator Drive	Polyvee Belt
Starter	Denso 3 KW gear reduction type
2013 E.P.A. /C.A.R.B. Certified	
Fuel water separator with heater shall be provided Cruise	
Control shall be provided.	

Block Heater:

750-watt, 120-volt Kim single element immersion type block heater with electrical cord with sealed male 3-prong plug for the block heater. The electrical cord provides electrical connection inside the engine compartment or receptacle.

ENGINE COMPARTMENT

Shall be a durable, lightweight fiberglass engine cover hinged for access to the engine. There shall be a separate access door located in the cover for access to all engine fluid fill and checks without opening the engine cover. The engine cover shall not exceed 6” from the body floor at the rear and shall not extend more than 36” from the dash to provide maximum visibility to passenger side door and maximize aisle space. The engine cover shall provide a highly effective seal with thermal and acoustic insulation.

EXHAUST SYSTEM

Tailpipe terminates under bumper, left side rear. Exhaust system features an ATD (After Treatment Device) and Selective Catalytic Reduction (SCR) system:

- Self-insulated
- One (1) differential pressure
- Two (2) temperature sensors
- Diesel Exhaust Fluid (DEF) tank

A mitigator is included to reduce exhaust temperatures. The exhaust system is constructed of 409 stainless steel, insulated or thermal wrapped from the turbo to the ATD. From the ATD to the tailpipe, it is aluminized steel.

A Selective Catalytic Reduction (SCR) system is installed after the ATD to achieve near-zero emissions without any compromise of fuel economy, reliability, or durability. The SCR system reduces Oxides of Nitrogen (NOx) and Particulate Matter (PM) into harmless nitrogen gas and water vapor. DEF consumption will be approximately 2% of fuel consumption. Vehicle will be equipped with a “low fluid” lamp which will indicate to the driver when the

DEF level is getting low.

FRAME

Mainframe shall be 10" web with 3" flanges and 1/4" thickness, with minimum section modulus of 10.04 cu. in. Resisting bending moment shall be 501,500 in.-lb. minimum, with yield strength of 50,000 lbs. Heavy duty "C" channel cross members shall be used. Front and rear inner chassis bumpers shall be bolted to chassis frame rails for added front and rear protection and reinforcement.

FUEL SYSTEM

Shall meet FMVSS 301. Fuel fill is located on the right side of the unit. A heated fuel/water separator shall be provided. There shall be nylon fuel lines in chassis with wire braid reinforced hoses from engine to chassis.

FUEL TANK

60-gallon fuel tank mounted between rails, equipped with a protective cage shall meet FMVSS 301.

G.V.W.R.

32,200 lb. chassis shall be provided. As final stage manufacturer chassis will be downrated to less than 26,000 lbs. if the final layout and design meets the requirements. Vendor shall provide estimated weight calculations during pre-construction process.

HORN

Dual electric horn shall be provided.

OIL FILTER

Full flow spin-on oil filter shall be provided with replacement element.

SHOCK ABSORBERS

Front: Two (2) hydraulic direct-acting double action, 1-3/4" bore. Rear: Two (2) hydraulic direct-acting double action, 1-3/4" bore.

SUSPENSION

Front: 3-1/2" x 56" multi-leaf; rating 6,600 lbs.; 13,200 lb. Capacity.

Rear: Freightliner "Airliner" Rear Suspension- rear axle, 19,000 lb. capacity. Suspension incorporates:

- Two (2) air springs
- Two (2) parabolic leaf spring trailing arms with rubber bushings to eliminate lubrication requirements
- Rubber-bushed lateral track rod
- Two (2) heavy-duty shock absorbers
- 1/4" thick channel inserts reinforcements installed between suspension cross members
- Single load-sensitive height control valve to maintain a constant frame height.

STEERING

Power Ross TAS-65 integral steering gear with 20.42:1 ratio shall be provided. The steering includes a single adjustable drag link. The steering wheel is an 18" diameter soft-touch 2-spoke steering wheel with tilt/telescoping steering column. There is a 45-degree nominal turning angle with 11R22.5 tires Polyethylene boot secured to the floor that surrounds the steering column to provide sealing between the floor and the steering column.

TIRES

Six (6) 11R22.5 14 ply radial tires shall be provided.

TRANSMISSION

Allison Series 2500 PTS 5-speed automatic transmission with transmission oil cooler, filter, and illuminated cable actuated shift control. Transmission is electronically controlled with lockup in the top four (4) gears.

WHEELS

Aluminum wheels and lug nuts.

WIRING

Color-coded and numbered wiring shall be provided. Wiring harness must be enclosed in protective convoluted conduit. All wiring and plumbing must be routed down center under side of chassis for ease of access. All lines and hoses in harness to be grommeted and securely fastened to chassis crossmembers.

BODY SPECIFICATIONS

The Vendor must be able to perform the following at a minimum:

- Custom built body that meets the body builder's manual.
 - Custom built cabinetry all wood products must be completely Formaldehyde-Free, non-toxic, LEED and CARB compliant. A copy of the OSHA 8-h, PEL for Workplace from an independent testing agency proving compliance must be provided with the bid.
 - Electrical department with staff electricians
 - Metal fabrication department with staff welders
 - Upholstery department

All workmanship, welding, and construction shall be in the best manner of the trade. Workmanship shall be subject to inspection and approval by customer.

BATTERY MOUNTING

Skirt-mounted battery box. This compartment will incorporate chassis, house and generator batteries. Box includes an all-aluminum roller bearing slide-out tray. Battery tray will have the capability of latching when extended and retracted. The tray will include a full width pull handle with an integrated latch NO EXCEPTIONS. Box must be back vented to allow off-gassing of batteries. Batteries will be secured in box using an adjustable aluminum angled bracket.

BUMPERS

Front: The front bumper is an integral part of the front fiberglass cap and reinforced with 2" x 2" steel tubing and ¼" x 4" plate steel connected directly to the frame rails. (NO EXCEPTIONS).

Rear: The rear bumper is 2" x 6" x .25" thick steel tubing as an integrated part of the fiberglass cap. Bumper will be mounted directly to the frame rails and painted to match the body.

CONSTRUCTION

MSV custom fiberglass and aluminum body; body framework will be a welded aluminum design. Sidewall horizontal and vertical structure will be 2" x 2" x .125" aluminum tubing. All horizontal and vertical structures to be welded top and bottom. All vertical tubing will be spaced on 16" centers. Insulation will be 2" Expanded Polystyrene (EPS). Interior sub wall to be a water/moisture resistant composite panel or approved equal (finished wall will be added). The exterior will be sheeting with .125" fiberglass gel-coating skin. Exterior panel's smooth fiberglass will go through a lamination process that will include a vacuum bonding procedure. Lower skirt panels will be constructed of .063" aluminum sheeting with a low-profile rub rail between the upper body panel and lower skirt panel.

Roof will be constructed of 2" x 2" x .125" aluminum tubing on 16" centers with a truss system forming a contour exterior. Insulation will be 3" Expanded Polystyrene (EPS). Interior sub wall to be a water/moisture resistant composite panel or approved equal (finished wall will be added). The exterior will be .063 aluminum sheeting. The frame, aluminum sheeting, EPS and interior subwall will be vacuum bonded together with a polyurethane adhesive.

Floor will be constructed of 2" x 4" x .25" aluminum tubing on the perimeter with 2"x 2" interior aluminum tube framing. Insulation will be 2" Expanded Polystyrene (EPS). .040 aluminum sheeting will be installed on both the underside and interior floor structure. 3/4" marine-grade sub-floor will be installed.

Mounting:

Seven (7) 0.25" tubular steel trusses will be used. The body longitudinal substructure shall be bolted to the chassis with high density vibration resistant plastic between truss and body. Locations shall be determined by final design weight of the body structure, the weight ratings of the mounts and the chassis manufacturer's recommendations found in his body builder's manual.

Cap:

The front of the vehicle shall have a custom fiberglass cap. Cap will be specifically constructed to match the contours on the chassis to form a continuous aerodynamic structure. "Box Trucks" and/or fiberglass pieces, wind dams or fairings not specifically designed to fit the chassis are not acceptable.

Lighting:

All lights must comply with FMVSS 108. All exterior lighting will be D.O.T. approved.

DASHBOARD

Dashboard shall be padded and angled for maximum visibility.

DOORS

Driver and Passenger doors to be approximately 32" wide x 70.25" high, forward stainless-steel full-length piano hinge, outward opening sedan door. Door includes split sash glass mounted in the upper section of the door: laminated, tinted to 70% light transmission, 22" wide x 36" high. Steps to be custom recessed into side body custom designed for this chassis/body combination, small LED lights will be incorporated in the step. A lighted vertical, one-piece grab rail will be installed on the exterior of the body to assist in entry and egress. A chrome grab handle shall be installed on the interior of the door to assist in entry and egress. Body must include a driver's emergency egress door. (NO EXCEPTIONS)

One (1) center entrance doors installed to be approximately 32" wide x 80.25" high, forward stainless- steel full-length piano hinge, outward opening sedan door. Door includes glass mounted in the upper section of the door and the lower section of the door. Rear entrance door shall have exterior fold down steps with exterior fold-a-way handrail system. Install one diagonally placed handrail located on the interior of entrance door to assist with entry and egress of the unit. This design provides a flat floor and eliminates the hazard of an interior step-well. The fold down steps shall be stowed in an underbelly storage compartment with adequate structural reinforcement to support a weight of occupants entering and exiting vehicle. Black non-slip coating will be installed on the step treads and risers. Dual action assist struts to aid in opening and closing the compartment door will be included. LED stepwell light will be installed. Steps will include an audible indicator system to warn the driver that the step is extended when the ignition key is activated.

All doors to be equipped with gas struts and wind straps. The pneumatic closer will assist in closing the door as well as hold the door open at a 90-degree angle. All doors shall feature a heavy-duty Trimark positive acting latch utilizing a threaded rod and dual nader-style pins, with a continuous tubular neoprene gasket to ensure a positive seal and prevent leaks. Doors will consist of extruded aluminum frame with smooth exterior sheeting and interior removable aluminum access panel for door latch lubrication and adjustment. (NO EXCEPTIONS)

Accessibility door to be approximately 47.25" x 60.00" high, pre-hung single door shall be installed per the vehicles final floor plan.

ELECTRICAL

Access: Main body wiring harness shall be fully accessible via removable raceways. The wiring harness shall be protected

by automatic reset circuit breakers.

Wiring shall be color-coded and numbered and flame retardant.

All wires passing through metal openings are protected by a grommet. All wiring is color coded and numbered.

FUEL TANK OPENING

Exterior fuel tank opening shall have cast products door with lock. Interior access plate shall be readily available for servicing.

HEATER & DEFROSTERS: FRONT

35,000 BTU heat/defrost/air conditioner.

LIGHTS/EXTERIOR

- (2) Headlight, 90mm, H9 low beam projection lamp
- (2) Headlight, 90mm, H9 high beam projection lamp
- (2) Backup, 12" white, clear lens, 12SMD
- (4) Brake light, S/T/I, Red, 18", 18SMD
- (8) Marker/Clearance Lights, PC2, 3/4" Amber, 1SMD
- (9) Marker/Clearance Lights, PC2, 3/4" Red, 1SMD
- (5) Marker/Clearance Lights, Teardrop, Amber, 14SMD
- (2) Marker Lights, 2" Round, 9 Diode, Amber, clear lens
- Two (2) license plate lights
- Universal-type sealed connector plug
- All lights must comply with FMVSS 108

MIRRORS

(2) Cast aluminum mirrors with ABS mirror body. Mirrors shall include integrated sideview camera. Mirror head shall feature independently adjustable flat and convex glass (108 sq. in. flat glass, 35 sq. in. convex glass).

MUD FLAPS

Rubber mud flaps front and rear shall be provided.

SEATING

Driver and Passenger seats shall be deluxe adjustable high back, armrest and includes 6-position adjustment, or approved equal. Tilt adjustment control is mounted on the right side of the driver's seat. Seat cushion has four (4) position adjustments, forward and aft adjustment by fingertip control. Seats shall feature integrated shoulder belt.

STORAGE COMPARTMENTS

Compartments to be installed for storage of generator, batteries, and shoreline. One additional exterior compartment will be installed based on available space and final design.

These compartments will be securely tied into body framework to avoid damage to the compartments and the equipment by road vibration and road surface faults. The latches will be locking Tri-Mark latches, keyed alike. All doors shall feature a heavy-duty Tri-Mark positive acting latch utilizing a threaded rod and dual nader-style pins, with a continuous tubular neoprene gasket to ensure a positive seal and prevent leaks. Doors will consist of extruded aluminum frame with smooth exterior sheeting and interior removable aluminum access panel for door latch lubrication and adjustment. Compartments will be a sweep out design with ventilation. All doors to include stainless steel full length piano hinges. All doors to be equipped with wind straps.

WHEEL WELL MOLDING

Exterior wheel well splash moldings shall be furnished at the axles and shall be pre-molded and contoured to conform to the wheel well cutouts.

WINDSHIELD

One-piece curved tinted glass windshield. The windshield shall be designed for maximum driver visibility in all

directions. Windshield to be 5,500 sq. in or 98.75" x 48" tinted laminated safety glass.

Windshield will include shades for the front windshield.

Two (2) 12V fans shall be installed as defrost fans, control switch shall be in driver's area.

WINDSHIELD WASHER

Electric-operated with wiper arm spray reservoir windshield washer shall be provided. Capacity shall be one (1) gallon.

WINDSHIELD WIPERS

Wexco single motor, dual arm system. Two (2) bottom-mounted electrically operated with parallelogram type arms with variable speed and intermittent feature.

ATTACHMENT C

CONVERSION SPECIFICATIONS

AUDIO/VIDEO

Three (3) sets of interior speakers shall be installed and wired to multimedia radio/PA installed at the wire entry, vehicle control panel.

- Two (2) microphones shall be provided.
- Two (2) exterior speakers shall be installed on the passenger side

A custom compartment to accommodate a 43" Exterior TV with speakers and HDMI extender package (TV to IT cabinet).

One (1) interior 60" TV installed with mount with HDMI extender package (TV wired to teachers workstation for customer supplied input)

AWNING, ELECTRIC

One (1) electric awning on the curbside of the vehicle, final location to be determined.

CABINETRY - CONSTRUCTION

Interior cabinetry must be constructed from pre-engineered components produced by a CNC router, with accuracy of design +/- .002". Component design files must be kept by the vendor for a minimum of 15-years to allow for identical field replacement should such replacement become necessary.

All exposed edges shall be a 3mm, hardened PVC edge band applied to ensure durability and superior aesthetical qualities. Banding shall be applied using AD-20, EVA Ethylene-Vinyl acetate-based adhesive and using only machinery.

Side-swing doors: all side-swing door assembly must feature all metal, nickel plated hinge, with 110 degree opening angle and three -dimensional adjustment capability. Doors shall be gradual self-closing, adjusting to operate smoothly and gradually.

Upper doors: all side-swing door assembly must feature all metal, nickel plated hinge, with 110 degree opening angle and three -dimensional adjustment capability. Doors shall be gradual self-closing, adjusting to operate smoothly and gradually.

All latches shall be flush-mounted Southco or approved equal.

Customer shall select from manufacturer's selection of colors during the preconstruction process.

CEILING

The ceiling will be a Kemlite L-1062 semi-rigid panel of fiberglass reinforced plywood (FRP). Non ducted ceiling.

ELECTRICAL SYSTEM

AC Electrical System:

Shall be a 120/240 VAC system rated for anticipated conversion load. System shall include 125A rated distribution panel configured with UL LED listed type magnetic/hydraulic circuit breakers.

System shall be wired using UL approved, tinned copper multi-stranded boat cable. All wiring shall be color-coded: black = hot, white = neutral and green = ground. Additionally, wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points. All wiring shall adhere to applicable NEC and FMVSS regulations.

Wiring shall be supported on 20" to 24" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties. Extreme care shall be taken to prevent chafing, abrasion, and exposure to high heat. Wiring run in

external areas shall be encased in conduit to further protect against damage.

Receptacles:

- Ten (10) 120v/USB duplex outlets shall be installed
- Six (6) interior 120v duplex receptacles installed
- One (1) exterior duplex outlet with weather resistant cover shall be installed on the curb side of the vehicle

DC Electrical System: Shall be a 12VDC negative ground system rated for anticipated conversion load. System shall include 100A rated distribution panel(s) using Type 1 automatic reset circuit breakers unless connected component manufacturers specifications require other.

All added circuits shall be protected from over current by circuit breakers rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels. Wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points.

Auxiliary battery system shall include one (1) Group 31 deep cycle battery, and one (1) Group 31 dedicated generator battery, (1) 65AMP, three-stage, fully regulated battery charger wired to the 110/120 VAC distribution panel, powered by the generator and/or shore cord mounted in an exterior compartment or suitable alternative. The battery charger must be fully regulated to prevent battery overcharging.

Charging system shall include provisions for automatic and manual battery bank merging to provide redundant battery power for vehicle and generator starting. System shall provide battery isolation during operation periods when the vehicle engine is not running to prevent depletion of both battery systems.

Wiring Requirements:

All high-current battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap.

All added wiring for 12VDC load runs shall be AWG 8, 10, 12, and 14, and conform to MIL-W-1678D type D. Wire terminals used shall conform to MIL-T-7928. Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer.

All added wiring shall be supported on 20-24" centers and bundles shall be tied with trimmed nylon ties. Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports. Convuluted polyethylene tubing shall be used to protect against chafing and abrasion where required. Extreme care shall be exercised to provide for easy serviceability of the system in future years.

Extreme care shall be taken to avoid the engine manifold, engine exhaust, muffler, or any high-heat items that may subject the wiring to severe overheating during long periods of operation. These shall be the minimum acceptable wiring standards.

Manul transfer switch to prevent simultaneous use of generator and shoreline cord located on main breaker panel.

FLOOR COVERING

Commercial-grade PVC or Vinyl floor covering shall be installed. Customer will choose from manufacturer's selection of colors during the preconstruction process.

FLOOR PLAN

Custom floor plan designed and engineered using Computer Aided Drafting (CAD) technology.

GENERATOR

One (1) 14kW Diesel Generator shall be installed. Generator fuel line will be tied into the existing chassis fuel tank. This fuel line will be installed approximately ¼ off the bottom of the fuel tank. This is to assure the chassis fuel tank cannot be run out of fuel totally.

The generator shall be mounted beneath the vehicle on the street side, utilizing a "slide out" tray. General generator installation shall be in full accordance with manufacturer's recommendations including any air flow restrictions associated with the installation method.

GENERATOR COMPARTMENT

An aluminum compartment will be designed and built to accommodate the required generator. The compartment will be securely tied into body framework to avoid damage to the compartment and the equipment by road vibration and road surface faults. Generator shall have double swing-out doors for ease of access. The doors will have ventilation panels of louvered metal installed as required to move air over and around the generator, away from air inlets, and meeting manufacturer's requirements. The generator compartment must be insulated to maximum possible for elimination of heat, noise, and fumes to the coach area through walls and/or flooring without interfering with necessary airflow. Insulation will surround all possible areas of the generator compartment. The latches will be locking Southco flush mounted latches, keyed alike.

GENERATOR CONTROLS

Generator start stop, and hour meter shall be in the front interior of vehicle.

GRAPHICS

The design, print and install of full coverage graphics package. Full coverage vinyl graphics package includes all sides and front and back covered with graphics and lettering. Graphics will be 3M-vinyl wrap package and will cover all windows with a perforated see-through vinyl. The front cab area windows cannot be covered due to DOT regulations. The roof is also not covered.

HVAC

Air Conditioning:

Three (3) 15,000 BTU roof mounted air conditioner, 110 volts. Roof sections shall be reinforced where air conditioner is to be mounted. A remote thermostat shall be installed to control AC Units.

Three (3) 1,500-watt heaters shall be installed per the vehicle's final floor plan. A remote thermostat shall be installed for each heater.

INTERIOR LAYOUT

Interior conversion shall be constructed according to vehicle's final floor plan and will include the following:

- Custom casework and cabinetry throughout the mobile unit
- Two (2) stainless steel cup holders installed in drivers area
- Privacy curtain installed to close off the cab area from the rear
- Install one (1) AED unit outside of restroom
- Install one (1) hand sanitizer outside of restroom
- Wire entry and vehicle control panel install cabinet with doors, lower section of cabinet with house the IT equipment and be vented
- Canteen Area
 - Microwave
 - 5.1CF canteen refrigerator
- Private Consultation Space
 - Two (2) swing doors with clear windows
 - Desk/workstation installed
 - Aisle facing bench seat with storage below
 - Rear facing bench seat with storage below
- Restroom
 - Sealand toilet, white
 - Grab handles
 - Toilet paper dispenser
 - Sink
 - Paper towel dispenser
 - Hand soap dispenser
 - Integrated trash can with cabinet front access
 - Upper cabinet storage
 - Mirror
 - 12v fan
- Classroom Space
 - Seven (7) desk/workstations installed
 - Seven (7) high back task chairs with securements for transportation
 - Seven (7) coat hooks installed underneath the desk
 - Upper cabinets to be installed along passenger and driver side walls

- One (1) standing height podium with shelf below installed
- One (1) drafting stool installed with securements for transportation
- One (1) base cabinet with one adjustable shelf and one (1) upper cabinet installed beside the canteen space

LEVELING SYSTEM

Quadra heavy-duty fully automatic one-touch stabilizing system. The system shall use two-way straight acting jacks. Individual power units are attached to each individual jack.

LIGHTING, INTERIOR

6” round 12v LED lights shall be installed throughout the interior of the unit.

LIGHTING, EXTERIOR

Two (2) LED Scene lights shall be installed on the curbside of the vehicle per the vehicle’s final floor plan.

PLUMBING

The following plumbing and accessories will be installed according to final floorplan:

- 12V water pump
- Insta-hot, hot water system
- Dump hose with adapter
- Fresh water tank with heater and monitor, size shall be determined during preconstruction process.
- Black water tank with heater and monitor, size shall be determined during preconstruction process.

SAFETY EQUIPMENT

One (1) 5 lb. Fire Extinguisher One (1)

Back-up Alarm

One (1) Tri-view Color Backup Camera System (1 rear and 2 side) with rear sonar One (1) First Aid Kit

One (1) Smoke Detector One (1)

Carbon Monoxide

SHORELINE CORD

Heavy-duty rubber covered 120/240-volt Twistloc shoreline cord to be provided, 25' minimum length. Transfer switch to prevent simultaneous use of generator and shoreline cord will be in interior front of vehicle.

WALLS

Dry erase white board installed on the upper section of the rear wall and behind the TV. Wilsonart laminate walls installed throughout with “t” molding.

WHEELCHAIR LIFT (INTERIOR)

Interior mounted wheel chair lift installed on the curb side of the vehicle. Vinyl cover included.

WIFI PACKAGE

The following wireless equipment (or approved equal) according to final floorplan: Wi-Fi:

- (1) Peplink MAX BR1 Pro 5G modem/router (single cellular modem)
- (1) Wilson 556249 Signal 4G Repeater Kit (Weboost)
- (1) Parsec "Border Collie" cellular/wifi roof mounted antenna