

	<p align="center">State of South Carolina</p> <p align="center">Request for Proposal (RFP)</p>	<p>Solicitation: 5400028100</p> <p>Date Issued: 05/15/2025</p> <p>Procurement Officer: Kelly Cobian</p> <p>Phone: 803.898.1262</p> <p>E-Mail Address: Cobiankl@dph.sc.gov</p> <p>Mailing Address: SC Dept. of Public Health</p>
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DESCRIPTION: **Laboratory Relocation Coordination & Moving Services**

USING GOVERNMENTAL UNIT: **SC Department of Public Health (DPH)**

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

SUBMIT OFFER BY (Opening Date/Time): **07/22/2025 by 2:30 PM EDT** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **06/23/2025 by 2:30 PM EDT** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) on-line submission and One (1) Redacted Copy submitted (if required) Initial here _____ if a redacted copy is NOT necessary.**

<p>CONFERENCE TYPE: Mandatory Site Visit- See Site Visit provisions in Section II. B.</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>		<p>LOCATION: James A. Hayne Building and Annex. 8231 Parklane Rd. Columbia, SC 29223</p>	
<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 09/19/2025. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>		
<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>			
<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>		<p>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.</p>	
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>		<p>DATE SIGNED</p>	
<p>TITLE</p> <p>(business title of person signing above)</p>		<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>	
<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>		<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>	

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)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

OFFERORS ENCOUNTERING REGISTRATION OR BIDDING PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1 then Option 2

Monday – Friday 8:00 AM – 4:30 PM

Offeror instructions can be found at: <https://www.procurement.sc.gov/doing-biz/submitting-offers>

NOTICE

- To submit bids vendors should use either Google Chrome or Microsoft Edge, which are compatible with SAP. Other browsers may not function properly and may prohibit bid submissions.
- Only offers with a status of “submitted” will be accepted by the State. (See Online Bidding Instructions clause in Section II.B.)
- Bidders are encouraged to review the 'Simulation for Bid Creation' before trying to submit their response.
- Electronic bid submission (SRM Login) – <https://vendorportal.sc.gov/irj/portal>
- Submitting Confidential Data - <https://www.procurement.sc.gov/legal/general-info>

NUMBER OF COPIES – HARD COPY SUBMISSION

If submitting a hard copy in lieu of an online bid, the Offeror must submit the following:

1. One (1) original (hard copy) marked “ORIGINAL”
2. One (1) redacted hard copy (marked “Redacted”), if applicable. (See Section IV – “Submitting Redacted Offers”.)

For hard copies that are hand-delivered, the entirety of the submittal must be received by no later than the date and time specified on the cover page of the solicitation **at the following address** (which also serves as the site for all public bid openings):

South Carolina Department of Public Health
Division of Procurement Services – Kelly Cobian
Solicitation #: 5400028100
400 Ottare Parkway, Building A2
Cayce, SC 29033

See Section II.A. – Public Opening Information – DPH Clause

Hard copies -- Mailing Address (online submittal is preferred)

SCDPH – Division of Procurement Services – Kelly Cobian

Solicitation #: 5400028100

400 Ottare Parkway, Building A2, Cayce, SC 29033

PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT SUCH AS, “THIS IS NOT AN OFFER”, THE OFFER WILL BE DEEMED “NON-RESPONSIVE” AND REMOVED FROM FURTHER CONSIDERATION.

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The South Carolina Department of Public Health (DPH) is seeking a highly skilled firm to provide comprehensive coordination and execution of moving management services for the relocation of its Public Health and Environmental Services laboratories and offices to a newly constructed facility. Currently, DPH and the South Carolina Department of Environmental Services (DES) occupy 85,000 square feet of laboratory and office space at the James A. Hayne Building and Annex (8231 Parklane Rd, Columbia, SC 29223). They will be relocating to a newly constructed 140,000 square foot facility located at 8241 Parklane Rd, Columbia, SC 29223. Both buildings are connected by a breezeway and shared parking lot.

This relocation encompasses the **safe and systematic transport** of all laboratory assets, including but not limited to:

- **Scientific equipment and instruments**, from standard glassware to radiochemistry equipment.
- **Sensitive samples** requiring controlled environmental conditions.
- **Hazardous and biohazardous materials**, necessitating proper safety protocols and regulatory compliance.
- **Other essential laboratory items** critical to operational continuity.

By attending this site visit, offerors will gain the necessary insight to design a **turnkey solution** that ensures a seamless transition while maintaining the integrity of laboratory functions and equipment, adhering to all safety regulations, and minimizing operational disruptions.

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: **08/02/2025** End date: **07/31/2027**. Dates provided are estimates only.

The effective date of this Contract shall be the commencement date set forth in the final Statement of Award and shall become effective upon the issuance of a valid purchase order. Unless amended in accordance with applicable provisions, the term of this Contract shall continue through July 31, 2027. (For additional details, see *Term of Contract—Effective Date/ Initial Contract Period*, Section VII. B.)

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 to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide 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 (3) (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 WORKPLACE CERTIFICATION (MODIFIED)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor and any named subcontractor, 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.

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public

official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

MULTIPLE OFFERS (MAR 2024)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PRICING (MAR 2024)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (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 (MODIFIED)

- (a) All requests for clarification or interpretation of the solicitation, including specifications, drawings, or amendments, must be submitted in writing to the Procurement Officer no later than five (5) calendar days prior to the proposal due date, unless otherwise specified on the Cover Page. All such correspondence must reference the name of the Procurement Officer and the solicitation title and number. Oral explanations or instructions shall not be binding. Inquiries and responses deemed material to the solicitation will be issued to all prospective offerors via a formal amendment, without identifying the source of the question. Refer to the clause entitled "Duty to Inquire."
- (b) To support full and open competition, Offerors are encouraged to promptly notify the Procurement Officer of any perceived ambiguities, errors, or unnecessary restrictions in the solicitation that may hinder competition.
- (c) All questions must be submitted in writing, to the Procurement Officer for this solicitation **no later than the date and time listed on cover page 1.**

IMPORTANT NOTE:

Email is the preferred method for submitting questions to the procurement officer. Please ensure that the subject line of your email is clearly marked "Questions 5400028100." Questions should be submitted in a format that can be easily copied (e.g., MS Word), and should not be presented in table format. Email: Cobiankl@dph.sc.gov

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

CONTENTS OF OFFER (RFP) -- SOLUTION BASED (JAN 2006)

The following outline may be helpful in preparing your proposal. Your offer should address each of the areas outlined below (as applicable) and provide the information requested. As your offer will be evaluated based on the information you provide, failure to provide a complete and comprehensive presentation of your solution could negatively affect our evaluation of your offer.

Executive and Technical Overview

Your proposal should begin with a comprehensive overview that demonstrates a clear understanding of the State's needs and outlines how your proposed solution will effectively address those requirements. This summary should detail your overall management approach, including the organizational structure and the roles and relationships among key personnel, consultants, and subcontractors.

Additionally, include a technical summary that conveys a thorough understanding of the current environment and the full scope of the project. This section should clearly explain how your proposed solution aligns with the State's objectives and supports successful project execution.

Please note that the contents of your offer must be organized into two distinct parts: the *Technical Proposal* and the *Business Proposal*. Each part should be bound separately in a single volume.

Note: To expedite the evaluation of proposals, it is essential that Offerors follow the ordered format as stated below

Business

1. Project Management and Execution

Management Approach

Offerors shall describe their overall strategy for project execution, from contract initiation through completion, including:

- a) A detailed timeline and phased approach to relocation.
- b) Steps for pre-move assessment, equipment and material packaging/ packing, decommissioning, transportation, installation, testing, and final validation.
- c) Staffing deployment schedule identifying key roles, responsibilities, and resource allocation.
- d) Defined project milestones and deliverables that promote transparency and accountability.

2. Project Management Methodologies and Compliance

Outline the project management practices, standards, and certifications used to oversee the relocation. Reference adherence to relevant regulatory standards such as ISO 9001, OSHA, EPA, and DOT.

3. Logistics and Execution Strategy

Provide a comprehensive overview of the logistics plan, including:

- a) Secure handling and transport of sensitive and regulated laboratory assets.
- b) Procedures to maintain laboratory integrity and prevent operation disruption.

4. Subcontracting and Vendor Coordination

- a) Identify all subcontractors or outsourced providers, specifying their qualifications, roles, and compliance credentials.
- b) Describe the Offeror's capability to decommission, recommission, calibrate, and validate laboratory equipment.
- c) Confirm your willingness to coordinate directly with DPH/DES-listed vendors to schedule, relocate, and re-certify lab equipment appropriately.

5. Escalation and Contingency Planning

Detail escalation procedures, designated contacts, and contingency protocols to address unforeseen challenges during the relocation process.

6. Qualifications and Experience

Offerors must provide detailed information regarding their qualifications and capability to perform this work, including:

- a) Contact information and roles/responsibilities for at least three (3) full-service laboratory relocations of similar size and complexity.
- b) A Certificate of Good Standing from the state of incorporation or registration.
- c) Two (2) years of independently audited financial statements, along with a CPA attestation confirming financial capacity to perform the contract.
- d) List of failed projects, suspensions, debarments, and significant litigation.

7. Description of any professional relationships with vendors listed in Attachment D - Vendors List:

- a) If no relationships exist, provide a written confirmation.
- b) If relationships exist, identify the vendor(s) and describe the nature and duration of the relationship.

Technical

1. Functional Capabilities

Outline your organization's capabilities including:

- a) End-to-end relocation services (packing, transport, setup, and calibration).
- b) Secure and compliant handling of hazardous, biohazardous, and sensitive materials.
- c) Special procedures for ultra-low freezers, fume hoods, and mass spectrometers.

2. Equipment and Resources

- a) Provide specifications for any specialized moving equipment or climate-controlled vehicles which will be provided or rented.
- b) Clearly identify what materials the Offeror will provide versus what DPH/DES must supply during the relocation.

3. Software and or Tracking Systems

Describe systems or software used to manage inventory, logistics, and move coordination, including any real-time tracking capabilities.

4. Optional Services

Clearly identify any optional services offered beyond the core scope, such as moving in-lab/ in- use chemical relocation, decontamination, recalibration, and post-move certification. Confirm that selection or non-selection of optional items will not impact core contract performance. Do **NOT** include pricing. Pricing will be submitted separately within Offeror's Pricing Proposal (see Section VIII).

5. Environmental and Safety Compliance

Explain environmental, health, and safety measures taken throughout the relocation. Detail how your processes align with all applicable federal, state, and local regulations.

Installation and Post-Move Support

1. Installation Plan

Provide a step-by-step plan for equipment setup, calibration, and validation at the new location.

2. Ongoing Support and Maintenance

Describe if /any maintenance or technical support offered following the move, including response timelines and service guarantees.

3. Property Integrity and Risk Mitigation

Explain your protocols to ensure the integrity of all relocated property and how risks will be managed during and after the move.

4. Disaster Recovery Planning

Present your strategy for addressing potential disasters or disruptions, including data protection, equipment backup, and business continuity plans.

Risk Management

1. Risk Analysis

Identify key risks to project success, including those related to cost, scheduling, and regulatory compliance.

2. Risk Mitigation Strategies

Present specific strategies to reduce or eliminate risks, ensuring project continuity and compliance.

3. Risk Sharing Opportunities

Identify opportunities where mutually beneficial risk-sharing may be implemented.

4. Provide Copies of all applicable licenses, permits, or certifications relevant to this project (e.g., ISO 9001, DOT, OSHA, EPA).

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

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

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

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

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

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

[02-2B105-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - MMO ADDRESS (MAR 2024)

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

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

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

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]

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

Site visits will be conducted by appointment only, Monday through Friday, between the hours of 9:00 AM – 12:00 PM and 1:00 PM – 3:00 PM. Appointments are available from **June 9 through June 20, 2025**. Each visit is limited to a maximum duration of three (3) hours.

To request a site visit, interested Offerors must email the Procurement Officer, Kelly Cobian, at Cobiankl@dph.sc.gov, using the subject line "**5400028100 - Site Visit Appointment Request.**" While DPH/DES will make every effort to accommodate your scheduling preferences, please provide one or two alternative dates/times to facilitate proper scheduling.

DPH/DES shall not be held financially responsible for any costs incurred by an Offeror in the preparation of its proposal, nor for any expenses associated with the Offeror's mandatory site visit.

SITE VISIT – MANDATORY- NDA REQUIRED (MODIFIED)

All Offerors responding to this solicitation are required to attend a mandatory site visit as a condition of responsiveness. The purpose of the site visit is to enable Offerors to obtain critical information necessary to develop a comprehensive, executable moving management framework that addresses the full scope of services required, including planning, coordination, and execution of all relocation and moving management activities, as detailed in Section II.B of this solicitation.

The scheduled three (3) hour site visit will provide Offerors with essential insight into the operational environment, logistical and technical requirements, and other key considerations relevant to scope, compliance, and pricing. Offerors shall evaluate all areas affected by the relocation to ensure their proposed solution is thorough, compliant with applicable safety and regulatory standards, and minimally disruptive to ongoing laboratory operations. The intended outcome is a fully integrated, turnkey relocation solution that preserves laboratory integrity and supports a seamless operational transition. Participation in the site visit shall also afford Offerors the opportunity to conduct an in-person inspection of all pertinent

spaces, and to formulate informed questions in advance of the proposal submission deadline. This process is designed to facilitate accurate assessment of the necessary labor, materials, and logistical planning required for successful project completion, and to enable the preparation of proposals that are fully responsive to the operational requirements of DES/DPH.

Failure to attend the mandatory site visit will result in disqualification. Any Offeror that does not participate in the site visit shall be deemed non-responsive, and its proposal shall be rejected without further consideration.

Due to the sensitive nature of DES/DPH laboratory operations, all individuals attending the site visit must execute a Non-Disclosure Agreement (NDA) prior to gaining facility access. Under no circumstances shall photography or any form of image or video recording be permitted during the site visit. All necessary schematics and supporting documentation relevant to proposal development are included in the solicitation package.

III. SCOPE OF WORK/SPECIFICATIONS

The move coordinator will be expected to work closely with the following groups to plan and execute the move:

1. Core team / lab leadership—the Core team comprises approximately 8 individuals, including lab directors, facilities directors, and a project manager. This group will be Offeror's main points of contact.
2. Laboratory/facilities teams (approximately 16 DPH lab teams and 15 DES lab teams). Staff members are responsible for moving all infectious materials. They are also responsible for packing and moving personal belongings. Offeror will need to meet with each team for assessment and planning purposes.
3. IT staff from both DPH and DES—responsible for disconnecting and reconnecting computers and other IT-related equipment.
4. Approximately 40 vendors (see Attachment C) of all equipment and instruments. Some vendors uninstall, move, and reinstall their own equipment and instruments; some do not. Offeror will work with lab/facilities teams to assess vendor requirements and plan accordingly.

Requirements

An equipment and chemical list have been included as an attachment (see Attachments A & B). Part of the move coordinator's responsibility will be to update and verify each during the Needs Assessment. Move coordination for equipment will include existing freezer/refrigerators. Contents of some freezer/refrigerators may be able to be moved within the units, but rental units may be needed for others.

Needs Assessment

1. Offeror must confirm the Equipment List with lab staff
2. Offeror must consult with agency to define team and roles related to project.
3. Offeror must understand all inputs influencing the planning and execution of the move, including but not limited to construction documents, schedules, furniture and floor plans, personnel listings, existing service and vendor contracts, and technology and telecommunications inventories and plans.
4. Offeror must consult with DPH and DES Lab leadership and key stakeholders to identify any business-critical activities or processes and schedule these systems and equipment as "Last Down/First Up."
5. Offeror must assess existing files / libraries to develop a plan to relocate files and archives for all affected personnel and departments
6. Offeror must assess contents of freezer/refrigerators and work with lab staff to determine whether contents can be moved within the units and to identify number of rental units needed, if any.
7. Offeror must be responsible for verifying inventory of all laboratory equipment, instruments, supplies and IT. Inventory data capture should include, but not limited to: Manufacturer, Model, Serial Number, Asset Tag(s), current location, related chemicals, dimensions, and associated facilities infrastructure (i.e. Power, gas, casework, fixtures & finishes, etc.). The inventory list should include status and equipment disposition and be shared with the relevant laboratory/area manager.
8. Offeror must complete inventory and assessment (as described in this Needs Assessment section) within 90 days of award.

Planning

1. Offeror must serve as primary point-of-contact during move activities for all move-related vendors, staff, and personnel
2. Offeror must develop a comprehensive project schedule managing all relevant move-related tasks. Ideally, this schedule will use Microsoft Project and will be linked to the DPH Project Management Office's Project Web Application site.

3. Ideally, the Offeror will ensure that laboratory operations are disrupted for no more than three days in total—one day for disconnection, one day for relocation, and one day to verify proper calibration.
4. Offeror must work with DPH and DES Lab leadership to prioritize the move and set up of labs that impact public services acutely (i.e., “Last Down/First Up”).
5. Offeror must develop and maintain all move-related deliverables, including meeting minutes, status updates, move schedules, logistical move plans, and occupancy plans.
6. Offeror must verify and document requirements specific to relocation of existing furniture and installation. (Because new furniture is being purchased for the new building, relocation of existing furniture will be minimal.)
7. The Offeror is required to coordinate closely with laboratory staff to ensure the safe and efficient relocation of chemicals, with careful consideration given to safety protocols and logistical planning. Laboratory staff will be responsible for transporting stored chemicals that are already packaged in accordance with Department of Transportation (DOT) regulations.
8. If feasible, the Offeror may also be responsible for packing and moving chemicals currently located within the laboratories that are not DOT-packaged (meaning chemicals which are currently in use). Please provide separate pricing for the packing and relocation of these in-lab, non-DOT-packaged chemicals (please establish this optional pricing in Optional Additional Services and Pricing).
9. Offeror must attend all DPH, DES, and vendor safety training, as needed.
10. Offeror must sign any training and non-disclosure forms as deemed necessary by DPH and DES.
11. Offeror must work with lab management to develop and support all move-related internal communications, including internal newsletters, move-related events, and pre-move, move, and post-move documentation such as instructions, checklists, temporary signage, staff orientation, etc.
12. Offeror must be responsible for all communication related to move schedules, timelines, and relocation activities with departments and laboratory staff.
13. Offeror must outline the procedure for handling claims and other issues that arise when working with movers and instrument/equipment vendors, including the communications that will take place throughout the process and escalation method if problems occur that cannot be resolved.
14. Offeror must develop a contingency plan for unexpected equipment damaged or delayed in transit.
15. Offeror must develop Standard Operating Procedures, including safety expectations, for move with Core team, including development of a detailed plan for the proper packing and labeling of all items by movers, and plan for lab staff to unpack/clean items, as needed.
16. Offeror must co-develop and lead move trainings for all departments and laboratory staff.
17. Offeror must implement a tracking system to monitor the status and location of specific assets throughout the move.
18. Offeror must coordinate with construction manager to ensure infrastructure supports connectivity of equipment and instruments

Coordination with Original Equipment Manufacturers/Vendors

1. Offeror must ensure that all service contract provisions in place at the time of the work are adhered to, and no service and work performed on lab equipment items are performed without expressed written authorization from the original equipment manufacturer or authorized service contract vendors.
2. Offeror must work with lab/facilities teams to coordinate, as necessary, with all original equipment manufacturers in accordance with service contract guidelines, terms, and conditions.
3. Offeror must work with lab/facilities teams to collect quotes from original equipment manufacturers and authorized service contract providers for the move/recalibration of equipment and negotiate terms with vendors.

4. Some lab/facilities teams from DPH and DES use the same vendors. Offeror must work with lab/facilities teams to explore potential cost savings from combining services from the same vendor across teams.
5. Offeror must work with lab/facilities teams to ensure vendor and service provider quotes and terms are acceptable and meet the needs of lab staff.
6. Offeror must work with lab/facilities teams to schedule and create project deadlines and deliverables with original equipment manufacturers and authorized service contract providers/vendors as required.
7. Offeror must work with lab/facilities teams to contact equipment vendors to sign off on preparation of space/utilities prior to move itself.

Preparation (e.g., packing)

1. Offeror must work with the Core team to coordinate the tagging and labelling of furniture, fixtures, and equipment (FF&E) as appropriate to ensure proper distribution to destination or disposal. (Note: Relocation of furniture and fixture will be minimal because new furniture and fixtures are being purchased for the new building.)
2. Offeror must coordinate all move preparation activities, including coordination of vendors, movers, and staff involved in the move process.
3. Offeror must coordinate the required security, dock, and freight elevators for all premises.
4. Offeror must coordinate with third-party equipment/instrument vendors to facilitate relocation:
 - a) ensuring any specialized packaging for lab equipment and materials is provided,
 - b) ensuring infrastructure is in place for equipment/instruments,
 - c) coordinating the timing of moving equipment/instruments by third-party equipment instrument vendors, and
 - d) ensuring equipment/instruments are set up and calibrated in new location.

Move

1. Offeror must provide on-site supervision at origins and destinations for all move phases (i.e., both buildings must have representatives during each phase of the move)
2. Offeror must estimate and supply the correct number of materials and equipment needed.
3. Offeror must provide all trucks, moving equipment, building protection materials, packing cartons and supplies. Equipment requirements may include but is not limited to:
 - a) 4-wheel dollies
 - b) Library carts
 - c) Panel carts
 - d) Tools for any disassembly and reassembly
 - e) Straight trucks with heavy duty lift-gate for transportation
 - f) Moving pads
4. Offeror must supply all labor for each phase of the move
5. Offeror must pack and move all items to be relocated, with exceptions for IT equipment, personal belongings, stored chemicals (see Planning #7), and possibly in-lab chemicals (see Planning #8). (**Note: Lab staff will unpack all items.**)
6. Offeror must ensure compliance with safety and regulatory requirements, and other guidelines outlined in Standard Operating Procedures.
7. Offeror must work with any third-party vendor(s) or persons at the request of DPH or DES to support reinstallation including instrument vendors, service providers, architects, tradespersons, property managers, etc.

Decommission and Deinstallation

1. Offeror must work with Facilities/Safety Offices to understand the expected process of decommissioning and deinstallation of equipment and communicate expectations to staff.

2. Offeror must track status of each lab team's progress with the decommissioning and deinstallation process.

Close out

1. Offeror must coordinate post-move calibration and service as needed with equipment/instrument vendors.
2. Offeror must perform walk-throughs to assess and document move-related damage.
3. Offeror must be responsible for verifying and retaining all documentation for relocation including but not limited to decommissioning, decontamination, transportation, reinstallation, and qualification. End-user signoff for verification of satisfactory reinstatement of equipment may be required as deemed necessary by DPH and DES.
4. Offeror must develop and coordinate move-related punch lists to be reviewed and approved by DPH and DES management.
5. Offeror must review move-related invoicing and documentation for accuracy and work to resolve any discrepancies prior to submitting to DPH for payment.
6. Offeror must develop and conduct post-move surveys, including analysis and reporting of results to DPH and DES management. If a phased move is proposed, this should include lessons learned from Phase 1 that can be applied to later phase(s).
7. If appropriate, Offeror must prepare a final audit on move performance and deficiency list within one week of each phase of the move and provide an update of the results to DPH and DES management.
8. Offeror must prepare a report on overall performance within one month of final move. This includes all documentation, copies of all transactions including quotes, purchase orders and invoices and service records for decommission/ recommissioning, decontamination, and calibration or maintenance for third party services.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)

The moving services shall involve relocating items from the James A. Hayne Building and Annex, to 8241 Parklane Road, Columbia, SC 29223, which is currently under construction.

INSTALLATION (MODIFIED)

The Contractor shall collaborate with DPH and DES vendors (see Attachment C- Vendors List) to identify which vendors require that the Original Equipment Manufacturer (OEM) decommission and recommission instruments. For all sensitive equipment entrusted to the Contractor for relocation by a specific vendor, the Contractor shall be responsible for decommissioning and recommissioning each item in accordance with OEM approved procedures. In either instance the awarded contractor is responsible for ensuring that equipment requiring vendor decommissioning, recommissioning, calibration, and certification is coordinated with laboratory or personnel and follows OEM requirements, including vendor provided technicians where applicable.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED)

Each proposal shall be prepared in a clear, concise, and economical manner, avoiding unnecessary elaboration. The proposal should provide a straightforward presentation of the Offeror's ability to meet the requirements set forth in this RFP. Emphasis in the Technical and Business Proposals shall be placed on clarity, completeness, and relevance of content. The Offeror must submit its proposal in two distinct parts: a Technical Proposal and a Business Proposal, with each part compiled and bound separately in a single volume.

The Pricing Proposal shall be separate from the Technical/ Business Proposal (see Section VIII).

1. Solicitation Cover Page One & Two (with acknowledgement of amendments if applicable)
2. Minority Participation (if applicable)
3. Evidence of Insurance (Offeror may wait to provide evidence of insurance until directed to do so after award) and shall name both Department of Environmental Services and Department of Public Health on certificate of insurance.
4. Provide copies of any currently held licenses and/or certifications that adheres to industry standards and regulatory requirements pertinent to laboratory relocations and safety.
5. References – Provide the name, location, email, and telephone number of at least three (3) professional references which can attest to your organization's experience and qualifications in laboratory-moving services.
6. Submit a Certificate of Good Standing from the state/s where your organization is legally formed and or registered for tax purposes.
7. Submit two years of independently audited financial statements, along with a written attestation from a Certified Public Accountant, confirming that your organization possesses the financial capacity and physical resources necessary to fulfill the requirements of this contract.
8. Upload Offeror's Business/ Technical Proposal to SCEIS (refer to Section II.B)
9. Upload Offeror's itemized Pricing Proposal to SCEIS and enter your total in SCEIS for 'Total Cost of Ownership'.
10. Upload Offeror's itemized Optional Additional Services and enter your total in SCEIS for 'Optional Services.'

SUBMITTING REDACTED OFFERS (MAR 2015)

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

MINORITY PARTICIPATION (APR 2024)

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

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

If so, please list the certifying governmental entity:

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

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

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

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

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

- ☐ Traditional minority
 - ☐ Traditional minority, but female
 - ☐ Women (Caucasian females)
 - ☐ Hispanic minorities
 - ☐ DOT referral (Traditional minority)
 - ☐ DOT referral (Caucasian female)
 - ☐ Temporary certification
 - ☐ SBA 8 (a) certification referral
 - ☐ Other minorities (Native American, Asian, etc.)
- (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submitted as part of Offeror's Business Proposal (see section IIB) - submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]

SUBCONTRACTOR -- IDENTIFICATION (MODIFIED)

Information shall be submitted as part of Offeror's Business Proposal. 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.

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

EVALUATION FACTORS – PROPOSALS (MODIFIED)

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

Evaluation Factors
Technical Proposal
Business Proposal
Pricing

AWARD TO ONE OFFEROR (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (MODIFIED)

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

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

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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 ten (10) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

- (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or

companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's

performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

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

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

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

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

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement

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

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

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

[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

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

LICENSES AND PERMITS (JAN 2006)

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

OWNERSHIP OF DATA & MATERIALS (MODIFIED)

All data, organization owned or supplied materials, and documentation prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (MODIFIED)

(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.

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 (MODIFIED)

If you are awarded the contract and have identified a subcontractor in your proposal, you may not substitute any subcontractor without prior written approval from the procurement officer. A violation of this provision may result in the termination of your contract for cause and potential debarment. Additionally, 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. Any proposed substituted subcontractor must meet the same price, experience, and capabilities as the original subcontractor.

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (MODIFIED)

The effective date of this Contract shall be the commencement date set forth in the final Statement of Award and shall become effective upon the issuance of a valid purchase order. Unless amended in accordance with applicable provisions, the term of this Contract shall continue through July 31, 2027.

Notwithstanding the foregoing, this Contract may be terminated prior to, or extended beyond, the stated termination date as outlined in the final Statement of Award or as otherwise mutually agreed to in writing by the parties.

The termination date is contingent upon the completion of new facility construction and the satisfactory fulfillment of all contractual obligations. If the required services are completed prior to July 31, 2027, the Contract may be closed early without penalty. Conversely, if additional time is required to complete performance, the South Carolina Department of Public Health (DPH) reserves the right to amend the Contract to extend its term accordingly.

VII. TERMS AND CONDITIONS – C. DPH'S SPECIAL CLAUSES

DPH'S CONFIDENTIALITY POLICY (DPH – MAR 2014)

Confidential information includes information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DPH, or known or believed by contractor or contractor's employee or agent to be claimed as confidential or entitled to confidential treatment. (a) Contractor will not: (i) access, view, use, or disclose confidential information without written authorization from DPH, unless required to perform its responsibilities under this contract or required by law (as determined by a court or other governmental body with authority); (ii) discuss confidential information obtained in the course of its relationship with DPH with any other person or in any location outside of its area of responsibility in DPH; or (iii) make any unauthorized copy of confidential information or remove or transfer this information to any unauthorized location or media. (b) If contractor discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, contractor must document the disclosure and make the documentation and authorization available for DPH inspection and audit. Contractor will direct any request it receives for confidential information obtained through performance of services under this contract, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DPH Contracts Manager and DPH Office of General Counsel as soon as possible, and in every case within one business day of receipt. (c) Contractor must ensure that its employees, agents, and subcontractors who may have access to DPH confidential information are aware of and comply with these confidentiality requirements. Contractor must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this agreement and applicable law. If contractor will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), DPH may require the contractor to sign and comply with DPH's Business Associate Agreement (DPH Form 0854, attached) and protect PHI in compliance with the referenced HIPAA laws. (d) Unauthorized use or disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, damages, civil suit, or debarment from doing business with the State. The contractor must immediately notify the DPH Compliance Officer and the DPH Contracts Manager of any unauthorized use or disclosure of confidential information received under this contract. (e) The obligations of this provision shall survive termination, cancellation, or expiration of the contract.

PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE (DPH MAR-2014)

DPH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDPH's policies and procedures regarding false claims may be obtained from the agency's Contracts Manager or Bureau of Business Management. Any employee, agent, or contractor of SCDPH who submits a false claim in violation of federal or State laws will be reported to appropriate authorities. If Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, DPH, 2600 Bull Street, Columbia, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1- 866-206-5202. Contractor is required to inform Contractor's employees of the existence of DPH's policy prohibiting FWA and the procedures for reporting FWA to the agency. Contractor must also inform Contractor's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce. [Reference: False Claims Act, 31 U.S.C. §3729-3733; 41 U.S.C. §4712]

SUCCESSOR AWARD UPON TERMINATION

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The South Carolina Department of Public Health (DPH) reserves the exclusive right, at its sole discretion, to enter negotiations with the next highest-ranked responsive and responsible Offeror if the originally awarded contract is terminated for any reason. Under such circumstances, DPH may award a contract without issuing a new solicitation. Actions taken by DPH under this provision shall not constitute grounds for any dispute or claim under applicable procurement laws and do not limit DPH's rights under the Default clause. Except as provided in Section VII.B., the originally awarded Offeror shall not be entitled to any compensation, including damages or penalties, resulting from such actions.

TOBACCO-FREE CAMPUS POLICY (DPH – FEB 2016)

Use of all tobacco products, including smokeless tobacco and electric cigarettes, is prohibited in any facility or on any property owned by controlled by DPH (including parking lots, parking garages, sidewalks, and breezeways

VIII. BIDDING SCHEDULE / PRICE PROPOSAL

PRICE PROPOSAL (MODIFIED)

Notwithstanding any other provision contained in this solicitation, you are required to submit the pricing information specified below as a separate document, distinct from your business and technical proposal. Evaluation of pricing will be based exclusively on the amount identified as the “Total Cost of Ownership.” Any optional pricing submitted will not be considered in the determination of the overall evaluated price..

Pricing Proposal Outline:

1. Cover Letter

- Solicitation #**5400028100**
- Name and Address of Offeror
- Contact details of the representative handling this proposal.

2. Itemized Pricing Breakdown

- Detailed list of products/services offered.
- Unit costs and quantities.
- Any bulk discounts available.
- Labor costs
- Subcontractor costs, if applicable.
- Additional fees (taxes, shipping, handling, etc.).
- A transparent final price, inclusive of all applicable itemized costs (This amount will be entered in the SCEIS system as your total bid amount- see below).

3. Assumptions

- Any assumptions made in pricing.

4. Delivery Timeline

- A phased project timeline with defined milestones and a corresponding cost estimate for the completion of each phase.

5. General Inquiry- Damages

- What is your process for handling damage claims?
 - Do you require documentation, photographs, or an official damage report? If an official damage report is necessary, please provide the required template or form.
 - Will you be conducting an independent inspection or assessment of the damages? Please note that DPH/DES will not be responsible for any costs associated with such inspections or assessments.

OPTIONAL SERVICES PRICING

Instructions to Offerors:

Under the title “Optional Additional Services and Pricing,” Offerors shall itemize any services and corresponding pricing that are outside the Scope of Work detailed in Section III, but which may be of potential benefit to the South Carolina Department of Public Health (“DPH”).

- Optional services shall be identified as optional, priced separately from the required services and shall not be bundled with any core contract deliverables, and shall be independent of any deliverables or obligation necessary to fulfill the core scope of this solicitation

Terms:

- DPH, at its sole discretion, may elect to include or exclude any optional services at the time of contract award.
- The selection or non-selection of optional services shall not affect the validity, enforceability, or performance of the contract, nor shall it create any obligation on the part of DPH or alter the Offeror’s responsibility to fully perform all required contract services.

In the SCEIS system, please enter pricing as indicated.

Quantity	Description	Unit of Measure	Unit Price	Enter Offeror’s final price from each Itemized Pricing Breakdown in SCEIS ↓
1.000	Total Cost of Ownership	each	Leave Blank	
1.000	Optional Pricing	each	Leave Blank	If not presenting optional services enter \$.01

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

1. Important Tax Notice- Nonresidents Only (see below)
2. Attachment A- Schematics
3. Attachment B- Chemical List
4. Attachment C- Vendors List
5. Attachment D- Equipment List

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]