

	Fixed Price Bid Amendment 1	Solicitation Number Date Issued Procurement Officer Phone E-Mail	GS-FPB-240205-01 April 15, 2024 Lana Widener 803/777-4115 llw@sc.edu
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SOLICITATION DESCRIPTION: Remediation/Mitigation, Restoration and/or Replacement

USING GOVERNMENTAL AGENCY: UNIVERSITY OF SOUTH CAROLINA

The Term "Offer" Means Your "Bid" or "Proposal."

SUBMIT OFFER BY (Opening Date/Time):	04/19/2024 04/24/2024 at 11:00 AM See "Deadline for Submission of Offer" provision.
QUESTIONS MUST BE RECEIVED BY:	04/12/2024 at 11:00 AM See "Questions From Offerors" provision.
NUMBER OF COPIES TO BE SUBMITTED:	1 online preferred, or 1 hard copy and digital version on USB drive
SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:	https://supplier.ps.sc.edu
SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS: See "Submitting Your Paper Offer or Modification" provision.	USC Purchasing Department 1600 Hampton St, Suite 606 Columbia, SC 29208

CONFERENCE INFORMATION As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions.

CONFERENCE TYPE: N/A DATE & TIME: @	LOCATION:
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 04/19/2024 04/26/2024. The award, this solicitation, and any amendments will be posted at the following web address: https://supplier.ps.sc.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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.

NAME OF OFFEROR (Full legal name of business submitting the offer)	USC SUPPLIER ID or OFFEROR ID
PRINTED NAME (Printed name of person signing below)	TITLE (Business title of person signing)
AUTHORIZED SIGNATURE (Person authorized to submit binding offer)	DATE SIGNED

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

Sole Proprietorship Partnership Government Entity (federal/state)
 Corporate Entity (not tax-exempt) Corporation (tax-exempt) Order Address

End of COVER PAGE

PAGE TWO

(Return Page Two with your Offer.)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____ Phone Number Facsimile</p> <p>_____ E-mail Address</p>																				
<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause.)</p> <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.)</p> <p>____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)</p>																				
<p>ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision.)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">Amendment No.</td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td>Amendment Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Amendment No.										Amendment Date									
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<p>PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at procurement.sc.gov/osp/preferences.</p> <p>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]</p>																					
<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference [11-35-1524(D)]</p>																					
<p>____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address (check only one)</p>	<p align="center"><u>Address, if different from Home Office or Notice Address</u></p>																				

End of Page Two

THE PURPOSE OF THIS AMENDMENT

The purpose of this amendment is to answer vendor question(s).

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s response” should be read without reference to the questions. The questions are included solely to provide a cross reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02- 2A097-1]

DEADLINE TO SUBMIT OFFERS HAS CHANGED TO:

Deadline to submit offers has changed to 04/24/2024 at 11:00 AM.

REVISED AWARD POSTING DATE:

Award will be posted at the Physical Address stated above on 05/02/2024. The award, this solicitation, and any amendments will be posted at the following web address: <https://supplier.ps.sc.edu>

REMOVE SECTION VIII. BID SCHEDULE AND REPLACE WITH THE FOLLOWING, CORRECTION TO LOT #2 Description

VII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

LOT #1: Remediation / Mitigation

Description (LOT 1)	Software Estimating Tool*	MAXIMUM Margin from Xactimate	Offeror’s Bid Price not to exceed margin from Xactimate	Offeror’s General Contractor’s License #**	Offeror’s Group #
Remediation/ Mitigation	Xactimate to get not to exceed price proposal affected space back to safe and operable state.	5%			

LOT #2: Restoration / Replacement

Description (LOT 2)	Software Estimating Tool*	MAXIMUM Margin from Xactimate	Offeror’s Bid Price not to exceed margin from Xactimate	Offeror’s General Contractor’s License #**	Offeror’s Group #
Restoration / Replacement	Xactimate to get not to exceed price proposal affected space back to safe and operable state.	5%			

*The Consumer Price Index will not be used to monitor any such rate adjustment request for reasonableness for expendable supplies, owned non-large and large equipment identified in the contract. Pricing and rate adjustments published (i.e. monthly, quarterly, etc.) for the software solution (i.e. Xactimate®, etc.) identified in the contract used to estimate restoration and reconstruction project(s) will be reviewed and approved by USC’s authorized personnel.

**In accordance with SC Code of Laws “Nonstructural Renovation – NR” includes the service of remediation/mitigation and/or restoration and replacement. To complete these services, provide SC LLR licensing number and group threshold (Reference Appendix A).

Company Name: _____

[08-8015-1]

VENDOR QUESTIONS AND ANSWERS

QUESTION 1 We are looking at the bid proposal for restoration and remediation. We were just wondering if we could get some clarification on offeror's bid not to exceed Xactimate margin. Does this mean the price for the bid can be 5% more than the prices on Xactimate? If so, should I put 0% in the next box "offeror's bid price not to exceed margin from Xactimate" we do not want to charge more than what Xactimate allows for us to. Thank you in advance for any information. We look forward to your response.

ANSWER: It's the University's intent to use the prices provided by Xactimate as it includes labor, equipment, and material cost for our region. Since these situations are during/shortly after incidents, USC wants to be fair and reasonable to the responding offeror to have a margin of difference. The University foresees this column being 0% since Xactimate is current with pricing of labor, equipment, and material cost. As mentioned in the question, the University wants to know if the contractor tries to change the amount allowed within Xactimate. If the contractor has a margin, it will need to be clearly labeled on any proposals and will be reviewed before acceptance.

QUESTION 2 The last line in the portal asks for an Offer Price in USD format. Since any future jobs from this proposal are to be done in Xactimate and since there is no specific job or dollar amount that we are bidding here (just the Xactimate margin we will provide in the Bidding Schedule), please advise what dollar amount you are looking for here

ANSWER: You can enter \$1.00. Your submitted offer in Section VIII. Bid Schedule will be reviewed for response.

QUESTION 3 If we submit via the portal, do we need any type of physical submission as well? In one area, it sounded like we might need to also submit a physical flash drive of the proposal.

ANSWER: No. Page one states: 1 online preferred, **or** 1 hard copy and digital version on USB drive

QUESTION 4 We were just wondering if we could get some clarification on the offeror's bid not to exceed Xactimate margin. Does this mean the price for the bid can be 5% more than the prices on Xactimate? If so, should I put 0% in the next box "offeror's bid price not to exceed margin from Xactimate" we do not want to charge more than what Xactimate allows for us to.

ANSWER: These type situations occur during or shortly after an incident, in order to be fair and reasonable to the responding offeror, USC has allowed a margin of difference. The University foresees the maximum margin column being 0% since Xactimate is current with pricing of labor, equipment, and material cost. If a margin, up to 5%, is necessary for any reason, this allows the contractor to make any price margin adjustments in the rare instance a price isn't current in Xactimate. If the contractor has a margin, it will need to be clearly labeled on any incident proposals submitted throughout the term of this agreement and will be reviewed by the University before acceptance.

QUESTION 5 When double checking the list of things to include, I did not see W9 or COI mentioned. I think perhaps because we are currently a contracted vendor for University of South Carolina and have that info on file and in our profile? Just looking for confirmation that it is not required for the submission?

ANSWER: The W-9 or COI is not required to submit a bid.

QUESTION 6 I noticed that it requests that we keep the response to 10 pages. Do you simply want a copy of IICRC Certified Firm status (Institute of Inspection Cleaning and Restoration Certification) or would you prefer list of ALL of our certifications typed on one page (example attached)? If we were to include the actual certification for everything on the attached list, we would be well over 10 pages as you can see.

ANSWER: Offerors may exceed the ten (10) pages. The offeror will need to provide copies of any certifications that supports them being a qualified provider for this solicitation.

QUESTION 7 Lastly, we are not sure what type of numeric figure to enter in the box shown and highlighted below. It indicates a price but we think it should be either a whole number such as "1" or a percentage. Can you please advise?

The screenshot shows a procurement system interface. At the top, there is a dropdown menu for 'Category' set to 'General Construction Services'. Below that is a 'Comments/Attachments' section. A note states 'The requested quantity for this solicitation is required.' The 'Unit of Measure' is 'Each' and 'Your Quantity' is '1,0000'. The 'Enter Offer Price' field is highlighted with a yellow circle. Below it, 'Line Amount' is '0.0000 USD' and 'Reserve Price' is 'No'. A 'Shipping Information' section is expanded, showing a table with columns: Ship Quantity, Due Date, Ship To Location, Ship Via, and Freight Terms. The table contains one row with values: 1,0000, 05/09/2024, 645, View, and Common Carrier. At the bottom, there are 'Previous Page' and 'Validate Entries' buttons.

ANSWER: You can enter \$1.00. Your submitted offer in Section VIII. Bid Schedule will be reviewed for response.

QUESTION 8 had some questions on this current bid, specifically regarding section VIII. Bidding Schedule/Price Business Proposal. Previously we had a list of line items, a maximum rate and a place for us to put our maximum rate, but this time we see that it says Lot #1 Remediation/Mitigation and it says Maximum Margin from Xactimate - is this meaning we are not to exceed 5% of Xactimate standard pricing? We just wanted to be sure we were understanding it correctly.

ANSWER: Dealing with remediation, mitigation, restoration, and replacement incidents, the University wants to make sure there is no limitations to the labor, equipment, and material needed to return the incident location to an operable, stable, and safe condition. Instead of trying to expand a list and jeopardize missing an item, the University will utilize Xactimate as it includes labor, equipment, and material cost for our region.

The University foresees the maximum margin column being 0% since Xactimate is current with pricing of labor, equipment, and material cost. If a margin, up to 5%, is necessary for any reason, this allows the contractor to make any price margin adjustments in the rare instance a price isn't current in Xactimate. If the contractor has a margin, it will need to be clearly labeled on any incident proposals submitted throughout the term of this agreement and will be reviewed by the University before acceptance.

QUESTION 9 Additionally there is a Lot #2 which states the same thing, is there a difference in scope between Lot #1 and Lot #2?

ANSWER: Yes there is a difference. , reference revised Bidding Schedule, Section VIII on page 3,

above. Lot #2 is for Restoration / Replacement.

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT-HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE "DUTY TO INQUIRE" CLAUSE IN THE SOLICITATION.

End of Amendment 1