

 UNIVERSITY OF SOUTH CAROLINA	REQUEST FOR PROPOSAL	Solicitation Number	USC-RFP-1284-RB
		Date Printed	10/16/2008
		Date Issued	10/16/2008
		Procurement Officer	Reed Bickers
		Phone	803-777-4115
		E-Mail Address	Reed.bickers@sc.edu

DESCRIPTION: **Provide Hazardous Waste Transportation and Disposal for the University of South Carolina**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **November 13, 2008 at 3:00 P.M.** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **5:00 P.M. October 28, 2008** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and Three (3) Hardcopies Plus One (1) electronic copy (CD)**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

<p>CONFERENCE TYPE: Pre-Proposal-MANDATORY DATE & TIME: October 27, 2008 at 2:00 P.M.</p> <p>As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions</p>	<p>LOCATION: University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 605 Columbia, SC 29208</p>
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on December 1, 2008 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.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.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	<p>OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small></p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt)</p> <p><input type="checkbox"/> Tax –exempt corporate entity</p> <p><input type="checkbox"/> Government entity (federal, state, or local)</p> <p><input type="checkbox"/> Other _____</p> <p style="text-align: right;"><small>(See "Signing Your Offer" provision.)</small></p>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO.	
<small>(See "Taxpayer Identification Number" provision)</small>	

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code</td> <td style="width: 20%;">Number</td> <td style="width: 20%;">Extension</td> <td style="width: 45%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>		Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									

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

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

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address <div style="text-align: right; font-size: small;">(CHECK ONLY ONE)</div>
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PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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Solicitation Outline

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

I. Scope Of Solicitation

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

It is the intention of the University of South Carolina (hereinafter referred to as the University and USC) to solicit proposals, from qualified vendors, for a solution for Hazardous Waste Transportation and Disposal .

This RFP is a Solutions-Based solicitation. The University is declaring its current situation and asking the vendor community to provide a solution. The University highly encourages Offerors to use their expertise and creativeness to explain their solution offered so the University will have a thorough understanding of the solution provided.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): 12/1/2008 – 11/30/2013. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

A. Purpose:

1. The purpose of this bid specification package is to solicit bids from qualified firms involved in hazardous waste materials transportation and disposal activities described herein. It is the intent of the USC system to establish a complete turnkey service contract on a “fee-for service” basis with a qualified contractor who has the facilities or access to facilities suited for the disposal of all hazardous waste materials generated at various USC system locations within the required regulatory period.
2. The contractor must not only have the experience, personnel, reputation, knowledge, skills, tools, equipment, facilities, mandated training, and resources to perform the services covered in this package, but also have the best business standards and practices as well. Furthermore, the contractor must comply with all federal, state, and local regulations pertaining to all the serves to be performed under this contract. The contractor must furnish sufficient documentation when they submit their bid to substantiate that their firm can meet or exceed the standards and qualifications required.

B. Background:

1. The USC system is a statewide institution of higher education with locations at Columbia, (Main Campus, Medical School Campus, and USC Palmetto Richland Memorial Hospital Facility) Aiken, Beaufort (Beaufort, Bluffton), Salkehatchie (Allendale, Walterboro), Lancaster, Sumter, Spartanburg, and Union. In the course of its operations, the USC system generates various hazardous waste materials.
2. Hazardous waste materials are generated at each of the ten campuses listed above and at various field research stations including but not limited to the Baruch Marine Field Laboratory in Georgetown.
3. Hazardous waste materials generated at any of these locations are managed by an on-site hazardous waste disposal contact person and each location has its own unique EPA identification number.

4. The USC Environmental Health & Safety Programs Office is responsible to properly manage all the hazardous waste materials generated by the USC system in accordance with all federal, state, and local laws & regulations.

II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BUYER – means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

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 having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (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: <http://purchasing.sc.edu>. (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.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) 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.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(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.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): 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). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JANUARY 2006) 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of 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.

PROTEST – CPO – MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

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

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

SIGNING YOUR OFFER (JANUARY 2006) 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.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. 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. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) 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.

II. Instructions To Offerors - B. Special Instructions

DISCUSSIONS WITH BIDDERS (JAN 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

III. Scope of Work / Specifications

A. Scope:

1. The contractor shall furnish all necessary provisions, including personnel, labor, material, supplies, equipment, manifests, final disposal certification, and reports for the final disposal of all hazardous waste materials generated by the USC system within the mandated regulatory time periods.
2. The contractor must have EPA/SC-DHEC approved laboratory facilities and access to EPA/SC-DHEC approved laboratory facilities to perform any detailed chemical analysis that may be necessary for proper disposal. **USC must be provided with the names of the laboratories and submit such with their bid.** The successful bidder must notify USC of any changes within **five (5)** working days of any deletions or additions to the approved list.
3. The University's preferred hierarchy of disposal is as follows: Recycling/Reuse, Treatment, Incineration and Land-filling.
4. After award and for the term of the contract any of its provisions shall not be assigned, sublet, or transferred to anyone else without the written consent of the USC system.
5. USC will not use this contract to ship any regulated radioactive and/or biological, infectious, or medical wastes. Those items are excluded from this contract.

B. Contract Coordinator:

1. Once awarded the contractor must direct all communications, including but not limited to: technical questions, inquiries, comments, concerns about invoices, pick-up schedule coordination, regulatory updates, & disposal certificates to the Contract Coordinator, who will be identified to the successful bidder.
2. If in the opinion of the Contract Coordinator any portion of the services covered in this contract is unreasonably delayed, carelessly executed, or performed in a manner that is detrimental to the best interest of the USC system, the Contract Coordinator will notify the Contractor in writing. Any such notices will be transmitted by the most expeditious manner available. Upon receipt of such a notice the Contractor must submit a corrective plan of action within 24 hours of receipt and take the necessary measures to rectify the deficiencies to the satisfaction of the Contract Coordinator within 72 hours.
3. If there is ever a question concerning anything relating to the collection, segregation of packaging of anything of a chemical nature on the School of Medicine Campus, the vendor should discuss these concerns with the School of Medicine's Health and Safety Coordinator first and then with the USC Hazardous Waste Manager.

C. Contractor Qualification:

1. The principal contractor must be an owner/operator of a regulated TSD facility, with a part B permit from Federal EPA. The principal contractor must also have all of the necessary permits, licenses, and any other regulatory clearances to perform all the activities covered in this contract. **The Contractor must be able to furnish valid attorney certified copies of these documents within ten (10) days of the posting of the intent to award.**
2. If the Contractor should lose any permits and/or licenses or be denied or prohibited from handling any hazardous waste materials for any reason for any amount of time, the Contract Coordinator must be notified immediately in writing via the most expeditious means available, not to exceed five (5) working days.
3. The contractor must submit a list of personnel to be employed directly by the bidder and performing the activities related to hazardous waste disposal at any of the USC system locations and provide that list to the Contract Coordinator. **The Contractor must be able to furnish copies of these documents within ten (10) days of the posting of the intent to award.** The contractor must also provide adequate training, as outlined in Federal OSHA regulation 29 CFR. 1910.120, to all personnel involved in such activities.
4. Successful Bidder must submit documentation of experience, education, publications, certification(s), and training courses for personnel involved in all aspects of the analysis and disposal of hazardous waste. **The Contractor must be able to furnish copies of these documents within ten (10) days of the posting of the intent to award.**

5. **All bidders must submit three (3) references of institutions that they have serviced with waste streams and volumes similar to that of the USC system, to include company name, contact name, address, & telephone number and submit such with their bid.**

6. **All bidders must submit a complete history of all federal, state, and local regulatory compliance citations and safety records of the primary contractor and all the sub-contractors to be used to perform the tasks covered in this contract for the past three (3) years and submit such with their bid.**

7. The USC system reserves the right to investigate at its convenience and thoroughly review, either directly or through its agents, the contractor's records, facilities, work and regulatory history, and any other relevant information. This shall remain in effect throughout the term of this contract.

D. Contractor's Responsibilities:

1. The Contractor must obtain at no cost to the USC system all necessary permits, registrations, licenses, and any other forms of official documentation required to comply with all federal, state, and local regulations in order to perform and complete this contract.

2. The Contractor must provide all the necessary personnel, equipment, and all of the required materials to package (including drums and absorbents), mark, label, manifest and transport the hazardous waste properly.

3. The Contractor must have his own medical surveillance program for all of the people involved in this service contract.

4. The Contractor must use his own equipment and personnel to perform this contract. The Contractor shall not use the USC system employees, vehicle(s), or equipment under any circumstances.

5. Any chemist working on behalf of, or the contractor must have a four (4) year chemistry or related degree.

6. The Contractor shall prepare all necessary pre-transport documents, including but not limited to, the lab pack inventories, waste profiles, uniform hazardous waste manifests, and land disposal restriction notifications. These documents will be reviewed and signed by a representative for the USC system.

7. The Contractor must use an inventory or other tracking mechanism that allows the USC system to identify, track, and trace the waste.

8. The Contractor must furnish the USC system with any and all analytical results obtained, in order to complete the waste profiles and manifests. Completed copies of the Uniform Hazardous Waste Manifests must be returned to the Contract Coordinator within 30 calendar days from the date of pick-up.

9. The Contractor must accept for proper disposal all wastes generated by the USC system within each regulatory period.

10. The Contractor will be held solely responsible for all damages to persons and property that they cause. The Contractor must take proper health & safety precautions to protect the integrity of the work, the workers, the property, and the environment in accordance with all applicable local, state, and federal rules & regulations including but not limited to OSHA, EPA, and DOT.

11. The Contractor is responsible for reporting all spills regardless of quantity and any personal exposure to the USC designated representative. Such spills must be reported immediately by telephone and shall be confirmed in writing no later than five (5) working days after the telephone report. When reporting a spill the following information shall be furnished:

- a.) Item spilled (identification of the material, quantity, & manifest number).
- b.) Whether amount spilled is EPA State reportable and if reported-a copy of the report.
- c.) Exact location of the spill.
- d.) Containment procedures initiated.
- e.) Anticipated clean up and disposal procedures.
- f.) Disposal location of spill clean-up residue.

12. The Contractor is solely responsible for any and all spills and leaks that they cause during the performance of this contract. The Contractor agrees to clean up such spills or leaks to the satisfaction of the University of South Carolina in a manner which satisfies all applicable State, Federal, and local laws and regulations at NO COST to the USC system.

13. Once per fiscal year, the contractor is responsible for covering all expenses related to a visit to the Contractor's facility(s) for the purpose of an audit. The expenses will include flight, ground transportation, hotels and food for one University representative. Any additional costs and trip finalization will be coordinated between both parties.

14. The contractor shall not sub-contract any work to be performed for the University **without the written consent of the Contract Coordinator.**

15. The contractor shall provide, at no additional cost to the University, a comprehensive quarterly waste management report within 30 days of the end of each quarter.

16. All waste shall be disposed of at legally permitted treatment, storage and disposal facilities. The University reserves the right to approve or specify disposal options and will make and appropriate adjustment in disposal costs as necessary.

17. The contractor shall provide information regarding all applicable treatment options for each waste stream.

18. The contractor shall not remove any waste from the contiguous United States without written permission from the Contract Coordinator.

19. All mercury must be recycled using mercury retort.

G. Hazardous Waste Pick-up And Performance Schedule:

1. The Contract Coordinator will contact the Contractor whenever the Contractor's services are required. At that time an inventory of hazardous waste may be provided to the Contractor for removal within the regulatory time period.

2. Shipments will occur from the Columbia campus on a minimum of a monthly schedule.

3. Shipments will occur from regional campuses as requested.

4. The contractor may be asked to collect waste from the point of generation. The contractor assumes liability and responsibility of the waste once it is removed from the point of generation.

5. The Contractor may transport waste from one location to another, within the contiguous boundary of the campus.

6. The contractor may be required to consolidate wastes. Empty containers must be recycled for future use when possible.

7. The contractor shall lab package hazardous waste for transportation and disposal. Each container must be packaged in a manner that maximizes the content of the container.

8. Upon receipt by the TSD, lab packs must be de-packed for recycling or fuel blending, except when otherwise specified by or approved by the University.

9. Contractor may be asked to provide a chemist for HW management on a weekly basis. Waste pick-up requests will be provided to the vendor and will include the waste location, number of containers, chemical name/s and the contact name and number for each chemical to be removed

11. The Contractor must respond within FIVE (5) working days to coordinate the date and time for any waste pick-up.

12. Any and all emergency pick-ups must be accomplished by the Contractor within TWENTY FOUR (24) hours after the Contractor is contacted by the USC system.

13. Currently the School of Medicine has three different locations that are designated as hazardous waste generating sites, as follows: The School of Medicine Campus on Garners Ferry Rd./Sumter Highway, SC Cancer Center, 14 Medical Park, & the OB/GYN Laboratory 2 Medical Park. Requirements continue for collection from individual laboratories at these sites. Contractor must make sure before accepting any waste container that it is not contaminated with biohazards.

14. If and when packaging hazardous waste for the School of Medicine the Contractor will perform segregation and packaging operations that are designed by the **Contract Coordinator or the School of Medicine Contact.**

15. There is no dedicated site for packaging hazardous waste containers at the Palmetto Richland Memorial Hospital Campus. The best available sites for packaging at this facility **will be defined by the Contract Coordinator or School of Medicine Contact prior to the pick-up event.**

16. If and when necessary the contract coordinator reserves the right to ship hazardous waste from any USC system related location and the Contractor must be willing to package hazardous waste at any USC related site.

17. USC reserves the right to add new waste generating facilities to this contract at anytime and will provide the Contractor with all necessary information such as location, contact individual and EPA identification number as soon as it becomes available.

H. Sample And Pre-testing Protocols:

1. The contract coordinators of the USC system have identified all the hazardous waste materials generated by the USC system based only upon their knowledge of the waste. If any pre-testing or profiling is required, USC reserves the right to have the tests performed by an EPA approved facility.

2. If the Contractor requires any testing from USC for proper disposal the Contractor must request samples for testing and make arrangements with the Contract Coordinator to collect samples for the site.

I. Waste Lab-packing

1. The Contractor must have the capability to lab-pack in accordance with all applicable federal, state, and local regulations a large number of hazardous waste materials generated by the USC system. Some of the items to be lab-packed are essentially unused “surplus” laboratory chemicals in their manufacturer’s original containers rather than “waste”. All materials to be lab-packed will belong to any one of the following categories:

Flammable Liquids

Ethanol
Methanol
Ethers
Aliphatic & Aromatic
Hydrocarbons

Flammable Solids

Sodium Metal
Potassium Metal
Phosphorus Red
Activated Charcoal

Oxidizers

Potassium Dichromate
Sodium Hypochlorite
Hydrogen Peroxide
Osmium Tetroxide

Explosives

Picric Acid
Polynitro Aromatic-
Compounds

Corrosives

Inorganic Acids
Organic Acids
Bases, Chromic Acid

Sulfides & Cyanides

Sodium Sulfide
Sodium Cyanide
Organic Sulfides

**Mercury & Mercury
Containing Compounds**

Broken thermometers &
Manometers
Mercury Salts
Mercury Spill Clean-up Residues

Poisons

Phenols
Thallium Salts
Arsenic Compounds
Biphenyl

**PCB Contaminated
Products**

Diversified # of
products containing
Polychlorinated Organo-
mercuric Compounds

Compressed Gas Cylinders

Aerosol Cans
Lecture Bottles
Large size gas cylinders
Spray paint cans

Other Regulated & Non-regulated Materials

Used & unused photographic developers, fixers, & toners.
Used batteries containing heavy metals
Transformers & capacitors with or without PCB

2. All lab packing activities will be done in accordance with DOT requirements.

3. Materials to be lab-packed will range in an amount from less than a gram to several kilograms and may be present in assorted containers like vials, glass bottles, plastic bags, cardboard boxes, 5 gallon buckets & polyethylene carboys.

4. The USC system prohibits mixing regulated hazardous wastes with any non-regulated wastes during lab-packing, except when there is a financial and environmental benefit in doing so. All non-regulated wastes from USC must be packed separately, and best management practices must be used to reduce environmental impact.

J. Invoices and Payment:

1. The Contractor shall submit invoices upon completion of each pickup to the contract coordinator.
2. All invoices must include the manifest number, the USC purchase order number, disposal certification, and a signed copy of the Uniform Hazardous Waste Manifest pertaining to that pick-up.
3. All invoices will be reviewed by the contract coordinator and then authorized for payment.
4. Under no circumstances will the contract coordinator authorize payment for an invoice before receiving the completed Uniform Hazardous Waste Manifest signed by the disposal facility.

K. Price Schedule: All prices must include transportation and driver cost, expected equipment, machinery, personal protective equipment, containers, drums (including over-pack drums when necessary), packing material absorbent material, labels, markers, placards, loading equipment and any other materials and facilities needed to perform this service properly.

L. USC System Information:

USC System Location	EPA ID Number	Local Contact	Telephone Number
Columbia	SCD 041 387 846	Thomas Syfert	803-777-5269
School of Medicine	SCD 987 597 200	Tony Johnson	803-733-1507
14 Medical Park	SCD 000 007 138	Tony Johnson	803-733-1507
Beaufort	SCD 982 166 522	Allen Warren	803-521-4148
Aiken	SCD 982 166 589	Len Engle	803-648-3420
Spartanburg	SCD 982 167 116	Mike Bruce	803-503-5000
Sumter	SCD 982 155 152	Beth McLeod	803-775-8727
Union	SCD 982 167 058	Michele Lee	803-429-8728
Salkehatchie	SCD 982 166 464	Brenda Hightower	803-584-3446
Lancaster	SCD 982 141 657	Paul Johnson	803-338-3513
Baruch Marine Lab	SCD 982 165 656	Paul Kenny	803-546-3623

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

V. Qualifications

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

VI. Award Criteria

AWARD CRITERIA – PROPOSALS (JANUARY 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.

EVALUATIONS FACTORS – PROPOSALS (JANUARY 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

A. Bidder's Experience: References and indication of successful project management and implementation with projects & institutions of similar size and scope.

B. Cost.

C. Bidder's Qualifications: Methodology of offeror's proposed system and its capabilities to meet mandatory regulatory/disposal requirements.

NEGOTIATIONS (JANUARY 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

VII. Terms and Conditions - A. General

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006): (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 five (5) 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.

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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 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.

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.

NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United

States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT (JAN 2006): (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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.

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.

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

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.

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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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.

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.

VII. Terms and Conditions - B. Special

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

Insurance

Certificates of Insurance shall be delivered to the University within fifteen (15) days following the date of notice of contract award. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC. All insurance policies shall be issued by a company or companies with at least a "A" Best rating or rating equivalent and shall be qualified to do business in the State of South Carolina.

The Contractor agrees to provide the following minimum insurance coverage during the term of the contract:

1. Worker's compensation: in accordance with the statutory limits set by the State of South Carolina.
2. General Liability & Property Damage: the contractor will provide and maintain during the life of this contract such General Liability and Property Damage insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for property damage or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are conducted by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of insurance shall be as follows:
3. General Liability Coverage, on a Comprehensive Broad Form, on an occurrence basis, in the minimum amount of \$5,000,000/\$10,000,000 Combined Single Limit. Contractor's contractual liability should be included within the limits set forth above. Defense cost shall be in excess of the limit of liability. The University of South Carolina, its officers and employees shall be named as an Additional Insured.
4. Automobile Liability Insurance, covering all owned, hired and non-owned vehicle, used in connection with the contract to include coverage for liability, comprehensive and collision. The minimum limits shall be \$5,000,000 Combined Single Limit for bodily injury and property damage; \$250,000 Uninsured/Under-uninsured Motorists; \$1,000 medical payment; Pollution Liability for \$2,000,000 sudden and accidental. The University of South Carolina, its officers and employees shall be named as an Additional Insured.
5. Environmental Impairment Liability Coverage, with the minimum available limit of \$10,000,000 for non-sudden, sudden and accidental. Defense costs shall be in excess of limits. This coverage shall be effective upon the date required by the regulatory agency or the receipt of hazardous waste, whichever occurs first. The University of South Carolina, its officers and employees shall be named as an Additional Insured.
6. The Contractor shall maintain Excess/Umbrella Liability insurance, on an occurrence basis, in the amount of \$10,000,000/\$10,000,000 aggregate. The University of South Carolina, its officers and employees shall be named as an Additional Insured.

CONFERENCE - PRE-BID/PROPOSAL - MANDATORY (JAN 2006): See "Conference Pre-Bid/Proposal" clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster.

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006): Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

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.

PERFORMANCE BOND REQUIRED (JAN 2006): Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety and certified to include the date of the performance bond.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS - LIMITED BY CPI "All Items" (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT - OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

CONTENTS OF OFFER - RFP - Solutions 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 effect our evaluation of your offer.

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the state's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants / subcontractors).
2. Technical Overview: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project
3. Detailed explanation of proposed solution
 - 3.1 Management
 - 3.1.1 Implementation schedule
 - 3.1.1.1 from contract formation to installation and acceptance
 - 3.1.1.2 installation, testing, and pilot, as appropriate
 - 3.1.1.3 detailed staffing deployment schedule
 - 3.1.1.4 milestones and deliverables

- 3.1.2 Project management practices, policies, and certifications
 - 3.1.3 Application development methodologies
 - 3.1.4 Subcontracting, outsourcing, offshore contribution (if any)
 - 3.1.5 Escalation policies, practices, and contacts
- 3.2 Technical. As appropriate, provide a explanation and/or information about the following, in detail:
- 3.2.1 Functional capabilities of the proposed solution, including all performance capabilities, specifications and response times.
 - 3.2.2 Technical information about proposed solution, including technical specifications of any proposed equipment or services
 - 3.2.3 Software, if any, including manufacturer, functional capabilities, warranties, support levels, and documentation (any applicable license agreements and documents reflecting offeror's authority to include such software).
 - 3.2.4 Services included in the proposal and otherwise available
 - 3.2.5 Environmental requirements for the proposed solution.
 - 3.2.6 Software development plan, interfaces documentation, data synchronization, and replication plans, etc.
 - 3.2.7 Technical and operational manuals, by reference.
- 3.3 Change Management. Who initiates change requests, what justifications and explanations are included, risks associated with change, approval process, etc.
- 3.4 Installation and support.
- 3.4.1 Installation – provide detailed information on the installation requirements and schedule.
 - 3.4.2 Training – explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
 - 3.4.3 Support services including hardware and software maintenance – include an explanation of any proposed support services including performance guarantees. Identify all proposed maintenance including a detailed explanation of response times. Include any forms or agreements.
 - 3.4.4 Data conversion requirements should include who is responsible for developing any data conversion programs, what the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.
 - 3.4.5 Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
 - 3.4.6 Disaster recovery plans should be included, as appropriate.
 - 3.4.7 Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
 - 3.4.8 Warranties – include all functional, performance, and quality of workmanship warranties. Describe acceptable warranty performance specifications and warranty performance reporting to include number of calls, number and type of repairs and changes, etc.
- 3.5 Intellectual property: explain the ownership rights to all proposed intellectual property.
- 3.6 Staffing
- 3.6.1 Contractor
 - 3.6.1.1 Key staff, their resumes, and areas of responsibility on this project
 - 3.6.1.2 Non-key staff, by number and areas of responsibility on this project
 - 3.6.1.3 State the number of state employees necessary and what training and skill levels are anticipated?
 - 3.6.2 Other – are there any other staffing requirements?
- 3.7 Business proposals
- 3.7.1 Total cost of ownership – provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

- 3.7.2 Risk analysis – identify the internal and external factors could significantly impact the probability of completing this project on time and within budget
 - 3.7.3 Risk mitigation – identify any actions that could be taken to mitigate the identified risks
 - 3.7.4 Risk sharing – identify any opportunities for mutually beneficial risk sharing
 - 3.7.5 Performance incentives – identify any opportunities for performance-based incentives
 - 3.7.6 Financing options – identify any alternative financing options available to the state
- 3.8 Offeror’s Qualifications. Provide the information requested by the following provisions:
Qualifications – Required Information – SB
Subcontractor – Identification

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

IX. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
 Name: _____
 Address: _____
- Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____
- Beneficiary of Trusts and Estates: _____
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal) _____

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ Date _____

If Corporate officer state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

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