

South Carolina Department of Natural Resources



DNR

Alvin A. Taylor
Director

October 27, 2017

VIA HAND DELIVERY

The Honorable Edward R. Tallon Sr., Chairman
Legislative Oversight Committee Subcommittee
418 Blatt Building
Post Office Box 11867
Columbia, SC 29201

Re: Follow-up from Subcommittee's October 4 and October 9, 2017, meetings with the SC
Department of Natural Resources

Dear Chairman Tallon:

In response to your letter dated October 11, 2017, the SC Department of Natural Resources has compiled the additional information sought by the committee as part of the oversight process of our agency. As instructed by the Subcommittee at the meeting on October 17, 2017, DNR revised questions as agreed to by the Subcommittee staff. Answers are compiled in the body of this letter, as well as several attachments, Exhibits A thru N including one thumb drive. If additional information is needed, please let me know.

Hiring

1. For each division please provide:

a. Steps in the hiring process, including who is involved in each step;

Supervisors send a request to post a vacancy (Requisition) up the chain of command. After verifying paperwork is correct, Human Resources posts the position. The posted position closes and Human Resources sends the packet with all qualified applicants to the selecting official (supervisors). The Division supervisors interview in accordance with Agency Directives. Once Division supervisors have made a selection, the packet is sent up the chain of command. Human Resources conducts background checks. After reviewing the background checks for acceptability, the Director signs the Personnel Transaction Request form.

Hiring and promotions are conducted in accordance with Human Resources Regulations. See attached Exhibit A.

b. Number of new hire applicants chosen by the division that were denied by the agency director, each year for the last three fiscal years;

None.

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c. Steps in the promotion process, including who is involved in each step; and

Supervisors send a request to post a vacancy (Requisition) up the chain of command. After verifying paperwork is correct, Human Resources posts the position. The posted position closes and Human Resources sends the packet with all qualified applicants to the selecting official (supervisors). The Division supervisors interview in accordance with Agency Directives. Once Division supervisors have made a selection, the packet is sent up the chain of command. Human Resources conducts background checks. After reviewing the background checks for acceptability, the Director signs the Personnel Transaction Request form.

Hiring and promotions are conducted in accordance with Human Resources Regulations. See attached Exhibit B.

d. Number of promotion applicants chosen by the division that were denied by the agency director, each year for the last three fiscal years.

None.

2. Please provide the cost to train and outfit a new hire in the Law Enforcement Division.

To fully equip a newly hired officer to include vehicle fully rigged, standard issue uniforms and equipment, and specialty issued equipment is approximately \$121,869.00 using current costs for equipment. This does not include costs for a boat which averages \$19,750.00 or an ATV with trailer which averages \$8,320.00.

The training costs, not including their time at the SC Criminal Justice Academy, are as follows: one week of pre-academy training, four weeks of Wildlife Basic Training Academy, and four weeks of Marine Law Enforcement Training Academy per class is approximately \$12,756.00. Exact costs per student depend on the total number of students per class.

Salaries and Bonuses

3. Please provide the most recent information you have on starting salaries for wildlife law enforcement officers in other states, along with the date it is accurate as of, and source of the information.

Information obtained from Colonel Henderson with Georgia DNR from a 2015 salary study showed that SCDNR was ranked 45th out of 50 states in starting salary for wildlife law enforcement officers. The highest starting salary was \$55,080.00 and lowest was \$28,825.00. The national average starting salary from this data was \$40,875.85. The list is attached as Exhibit C.

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4. Please outline the career path in the Law Enforcement Division, pay plans in the Wildlife and Freshwater Fisheries Division and Marine Resources Division, and salary adjustments based on performance in the Office of Support Services Boat Titling/Registration section.

See attached Exhibit D.

5. Please provide, by division, the bonuses amounts, number of employees who received each different amount, and reasons different amounts are available, for fiscal year 2015-16 and fiscal year 2016-17.

See attached Exhibit E.

Drug Testing

6. Please provide a copy of the agency's drug testing policies.

See attached Exhibit F.

Turnover

7. Please provide, in an Excel sheet, information about unfilled positions, by division, utilizing the following column headings:

- a. Division;**
- b. Position title;**
- c. Funded or unfunded;**
- d. Date initially vacant;**
- e. Date(s) posted; and;**
- f. Additional comments (Include any additional comments necessary to provide clarity or further explanation to the information in the other cells in the row.)**

See attached Exhibit G.

8. Please provide information on how funds for unfilled positions may be utilized by the agency.

The agency may transfer funds for unfilled positions to budget lines for other operating expenses within the program or personal services and other operating expenses outside of the program. These transfers are restricted by the parameters set forth in Proviso 117.9.

117.9. (GP: Transfers of Appropriations) Agencies and institutions shall be authorized to transfer appropriations within programs and within the agency with notification to the Executive Budget Office and Comptroller General. No such transfer may exceed twenty percent of the program budget. Upon request, details of such transfers may be provided to members of the General Assembly on an agency by agency basis. Transfers of appropriations from personal

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service accounts to other operating accounts or from other operating accounts to personal service accounts may be restricted to any established standard level set by the State Fiscal Accountability Authority upon formal approval by a majority of the members of the State Fiscal Accountability Authority.

9. Please provide the number of employees who are categorized as leaving for "personal," or "retirement," who had ongoing investigations of which they were aware of when they left the agency within the last three fiscal years.

There were nine employees over the last three fiscal years.

10. Does the agency analyze turnover; reasons for leaving; and status and salary actions; by division to determine if status and salary actions are having an impact on retention?

No.

If so, please provide the information that is analyzed. If not, please describe what data is analyzed by the agency in an effort to keep retention high and turnover low.

The agency analyzes reasons for turnover and compares the DNR turnover to the state turnover rate. See attached Exhibit H.

11. Please provide a copy of any forms utilized as part of the exit interview process.

See attached Exhibit I.

12. Does the agency allow employees any time during a typical week or month to perform research on their own which may help generate new ideas or improvements for agency deliverables or processes?

The agency encourages innovation and does not restrict employees from working on these sorts of projects.

Employee Morale/Satisfaction

13. Please provide a copy of the results from the satisfaction survey and training survey the agency utilized several years ago, which was mentioned during the meeting.

See attached Exhibit J.

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14. When available, please provide a copy of the results of the survey performed on employee morale which the Director referenced in the October 9, 2017, Subcommittee meeting.

The survey is not yet available. Once it is available, DNR will provide a copy to the Subcommittee.

Outside Surveys

15. How often does the agency employ an outside entity to perform surveys (e.g. survey customer satisfaction of license holders, etc.)?

The agency has not contracted with an outside vendor for any surveys in recent years. We did have a contract with Responsive Management at one time; however, since this contract expired, we have relied on internally produced surveys and utilized Survey Monkey as one mechanism for such.

a. Is the contract just between the entity and the agency or does the entity have a statewide contract?

The prior contract was between DNR and the entity. It was not a statewide contract.

b. If it is not a statewide contract, has the agency inquired with state procurement about whether other state agencies contract for surveys and if there could be any cost savings by having a statewide contract?

DNR has not spoken with any other state agencies about the need for such surveying contracts. The company we used in the past specialized in natural resource-related surveys and has specialized experience in such.

Finances and Fees

16. Please provide the graph with information about appropriations received by the agency over the years, which the Director referenced during the meeting.

See attached Exhibit K.

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17. Please provide the following percentages:

- a. Agency operations funded by fees and revenue versus the general fund; and**
- b. Each division's operations funded by fees and revenue versus the general fund.**

FY 2016-2017

a) Department of Natural Resources

General Fund	30.5%
Fees/Revenue	38.8%
Mitigation/Pass Thru	1.9%
Federal	28.9%

b) Land, Water and Conservation

General Fund	44.8%
Fees/Revenue	22.1%
Mitigation/Pass Thru	5.7%
Federal	27.3%

Law Enforcement

General Fund	55.1%
Fees/Revenue	27.1%
Mitigation/Pass Thru	0.0%
Federal	17.8%

Marine Resources

General Fund	13.0%
Fee/Revenue	41.8%
Mitigation/Pass Thru	0.0%
Federal	45.2%

Support Services/Executive

General Fund	39.4%
Fees/Revenue	52.9%
Mitigation/Pass Thru	0.0%
Federal	7.6%

Wildlife and Freshwater Fisheries

General Fund	5.0%
Fees/Revenue	47.1%
Mitigation/Pass Thru	5.1%
Federal	42.8%

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18. Please provide a list of all of the agency programs or deliverables that are completely funded by the amounts charged to those who utilize the programs or deliverables.

This fiscal year, Licensing, Titling and Registration is completely funded by the amounts charged to those who utilize the deliverables.

19. Please provide information the agency gathered three years ago about fees, which agency representatives mentioned during the meeting.

See attached Exhibit L.

20. Other than the visual at the entrance of the Marine Resources Research Institute building, where else does the agency publicize how the agency utilizes money it receives from licenses, fees, and/or permits? (e.g., website, Wildlife magazine, etc.)

The agency has at various times put information on the web site and issued news releases on the Sport Fish and Wildlife Restoration program, especially during the year 2012 when the 75th anniversary celebration of the program was ongoing nationwide. See the following couple of examples:

<http://www.dnr.sc.gov/wma/wildrestact.html>
http://www.dnr.sc.gov/news/yr2012/jan19/jan19_wfsr.html

The Saltwaterfishing.sc.gov website provides annual reports of all projects that utilize saltwater license funds. Use the following link for the 2017 report.

<http://saltwaterfishing.sc.gov/reports/fy2017.html>

In 2016, SCDNR's Coastal Resources blog highlighted how saltwater license funds support coastal fisheries.

MRD staff provide annual reports following each fiscal year. Those reports are available on requests.

At SCDNR's coastal licensing office on Fort Johnson Road, a full size stand-up banner is displayed in both the commercial license office and boat titling/licensing building.

An 8.5"x 11" counter display was placed at approximately 50 coastal vendors of outdoor equipment (i.e. tackle shops, Walmart etc.).

The 8.5"x 11" counter display was also used at SCDNR Marine Division booths during five annual outdoor shows.

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Credit Card Fees

21. How much has the agency spent on credit card or other banking transaction fees which resulted from the consumer's choice of payment during the last three years?

Merchant Fee Expenditures

FY 2015	\$33,268.59
FY 2016	\$40,603.72
FY 2017	\$45,099.57

22. Does the agency have a contract with a credit card vendor and credit card processing vendor or does the agency participate in a statewide contract for these services which all state agencies utilize?

The agency participates in the statewide contract which is available to all state agencies.

Lease Agreements

23. Is there a common area maintenance fee in all the buildings the agency leases to other entities that share space with the agency?

The Beardon House rent is for a flat fee that does not include a common area maintenance fee.

Contracts

24. Please provide a list of the three to five largest contracts, in dollar amount, the Marine Resources Division has with outside vendors and provide a copy of each of these contracts.

1. Contract #4400015421 – Ship Maintenance & Repair/Crane
Vendor: Metal Trades
Contract Term: March 7, 2017 – September 5, 2017
Contract Amount: \$456,279.00
2. Contract #4400016150 – HVAC Maintenance & Repair Services
Vendor: Daikin Applied
Contract Term: July 1, 2017 – June 30, 2022
Contract Amount: \$149,900.00
3. Contract #4400017173 – Maintenance on Histology Equipment
Vendor: Southeast Pathology Instrument
Contract Term: September 28, 2017 – September 27, 2022
Contract Amount: \$73,750.00

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4. Contract #4400016271 – Artificial Reef Construction
Vendor: Stevens Towing Company
Contract Term: June 2, 2017 – July 31, 2017
Contract Amount: \$78,000.00
5. Contract #4400016120 – Purchase and Delivery of Oyster Shells
Vendor: Lloyds Oyster House
Contract Term: May 16, 2017 – July 31, 2017
Contract Amount: \$44,500.00

See attachment Exhibit M (Thumb drive).

Rescues/Emergencies

25. Deleted by Subcommittee staff.

Litter

26. Please explain the similarities and differences in the DNR's litter program and the Department of Parks, Recreation and Tourism's litter program(s).

The South Carolina Department of Natural Resources serves as the Chairman and information clearing house of the South Carolina Litter Commission. Established in April of 2015 through the *Take Pride in Where You Live Act*, the Commission is a 12 member team created to collaborate on statewide litter efforts and educate the public on litter prevention and reduction. The Commission meets a minimum of twice per year to discuss strategic planning, education and legal regulations. Staff within the SCDNR Litter Program ensure that all legislative reporting is completed and submitted in a timely manner.

In addition to SCDNR's administrative support to the Commission, SCDNR does maintain a one person litter program focused on public education and how litter effects natural resources, wildlife and fisheries. This program maintains an interactive website (www.dnr.sc.gov/UP2U) and participates in several SCDNR outreach events.

Working with SCDNR law enforcement and the SCDNR social media, the litter program has been successful in assisting with identifying the location and clean-up of illegal dumping sites at boat landings and other public lands. This will continue through education and the Tip 411/Operation Game Theft programs.

It is our understanding that the State Parks Service does not maintain a public outreach litter program. They do maintain litter pick-up through the daily upkeep of trashcans and dumpsters throughout their parks and camping areas. SCPRT also has signage indicating where

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to place litter throughout the parks. Additionally, where necessary, SCPRT uses wildlife proof containers to reduce the spreading of litter by bears and raccoons.

Pocket Ranger Mobile Application

27. Please provide the number of users and any other analytics the agency receives from the Pocket Ranger vendor.

See attached Exhibit N.

Wildlife Magazine

28. Please provide the following information for each fiscal year from 2013-14 through 2017-18.

a. Number of subscriptions (as of July 1)

2013	36,653
2014	38,111
2015	36,303
2016	33,188
2017	30,090

b. Total cost to provide

2013-2014	\$583,537.62
2014-2015	\$650,952.56
2015-2016	\$574,962.73
2016-2017	\$577,567.73
2017-2018	\$171,954.51 (partial)

c. Total annual revenue

2013-2014	\$415,595.90
2014-2015	\$475,376.43
2015-2016	\$372,748.46
2016-2017	\$337,212.26
2017-2018	\$93,491.12 (partial)

d. Revenue from subscriptions

2013-2014	\$410,595.90
2014-2015	\$473,063.58
2015-2016	\$371,299.43

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2016-2017	\$334,881.38
2017-2018	\$92,838.12 (partial)

e. Revenue from advertisements

South Carolina Wildlife is classified as a non-profit publication. This classification greatly reduces the costs to mail the publication to its subscribers, but limits the ability to advertise to less than 10%, or four pages, of the publication. Between 2013-2014 and today, SCW has not participated in the sales of advertising within the magazine.

As of October 24, 2017, our latest subscriber count was 30,859 for the November-December 2017 mailing. Updates come every two to three weeks. Also we are approaching a season that regularly produces our subscription receipts.

Horseshoe Crabs

Question 29. How many years have horseshoe crab permits for biomedical purposes been available?

27 years, beginning in 1991.

Question 30. How many of these (harvesting) permits have been obtained during each of the last three years?

2015- 17 Permits

2016- 0 Permits -Processing lab was closed for renovations and recertification by FDA

2017- 18 Permits

Question 31. How many horseshoe crabs is a holder of one of these permits allowed to harvest/borrow?

There is no limit established by the state. Rather the number harvested is based on how many the bleeding facility can handle during the limited harvest season which typically runs from late March to early June. Each year there is a preseason meeting where DNR representatives review permit conditions and Charles River Endosafe provides each supplier a seasonal quota. DNR samples crabs at the bleeding facility weekly to make estimates of average size and sex of crabs being bleed. Each year the total number of crabs collected is provided to DNR and subsequently to The Atlantic States Marine Fisheries Commission as part of our compliance with the interstate management plan. Because Charles River Endosafe is the only processor in South Carolina, these data are deemed by state and federal law as confidential.

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32. What potential negative impacts does the agency believe exist if a fee was required for these types of permits?

Minimal impact for a reasonable fee.

33. Does the agency have any information on standard industry prices for the blood those with permits obtain from the horseshoe crabs?

The suppliers are paid by the number of crabs delivered to the facility, not by the amount of blood collected. An estimated \$400,000 to \$500,000 is paid to the harvesters each year. We are not privy to the quantity of blood collected or its value.

34. What does the agency attribute to the dip in loggerhead turtle nests in 2014?

DNR does not know the specific cause of the dramatic dip in turtle nests in 2014. However, monitoring of nests by DNR since the early 1980's shows that similar events also occurred in 1993 and 2004. While the specific cause of these events remains unknown, the overall pattern of sea turtle recovery remains clear in DNR's long-term data.

Saltwater Recreational Fisheries Advisory Committee (SRFAC)

35. Please confirm the information attached from the Secretary of State's website is accurate in regards to the date this committee was initially from and the following regarding each of its members.

- a. Name**
- b. Appointed by**
- c. Most recent appointment date**
- d. Date term, from most recent appointment date, ends**

Current membership of the SALTWATER RECREATIONAL FISHERIES ADVISORY COMMITTEE (as of October 2017)

Mr. Skeeter Nash, Chair - Governor's appointee - 2nd term expires 6/30/08
Appointed by Gov. Hodges 3/23/00
Appointed by Gov. Sanford 5/30/03
Reappointed by Gov. Sanford 12/29/05

Mr. Wally Lee- Georgetown County appointee - 1st term expires 6/30/20
Appointed by Georgetown County Delegation 2/20/2015

Mr. John E. Tanner - Governor's appointee - 1st term expires 6/30/08
Appointed by Gov. Sanford 3/30/04

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Mr. Charles Griffith - Colleton County appointee – 2nd term expires 6/30/2012
Appointed by Senator Grooms of Colleton County 12/15/2008

Mr. Daniel E. Henderson - Jasper County appointee - 1st term expires 6/30/04
Appointed by Rep. Pinckney, Jasper County Delegation 10/26/00

Mr. Gary M. Gist - Charleston County appointee – 1st term expires 6/30/2021
Appointed by Charleston County Delegation 09/14/2017

Mr. Thomas C. Webster – Vice Chair, Beaufort County appointee - 1st term expires 6/30/04
Appointed by Beaufort County Delegation 1/26/01

Dr. Jeffrey H. Wallen - Horry County appointee – 2nd term expires 6/30/12
Appointed by Horry County Delegation, 4/6/06 and 3/19/08
Reappointed by Horry County Delegation 6/20/2013- 2nd term expires 6/30/2016

Berkeley County – Vacant (Edward J Meadows, Jr. resigned 1/12/15)

Dorchester County – Vacant (Doug Reardon resigned 11/1/2015)

Ms. Elizabeth Willis – DNR Board liaison appointed May 2015

36. Please provide the date the agency's Marine Advisory Board was initially formed, purpose for which it was formed, who serves on the Board, how these members are chosen, and the length of their terms.

The predecessor of the Marine Advisory Committee was formed in ca. 1972 which was shortly after the Marine Resources Division began operating at the SC Marine Resources Center. The committee was renamed the Marine Advisory Board in January 1974. Based upon meeting minutes from 1974, we believe the MAB had 7 members who represented various aspects of the seafood industry. Executive orders reauthorized the Board in 1986 and again in 1989. The committee was renamed the Marine Advisory Committee in ca. 1994.

From the 1989 executive order:

The Advisory Boards shall work with their respective counterparts within the Department's organization and shall serve as liaison between the Wildlife and Marine Resources Commission and the representative (sic) of both the public at large and the business and industry interests involved. In addition, the advisory boards shall assist the Commission as requested in determining appropriate Commission policies relating to their respective areas of concern and to the Commission overall.

Marine Advisory Committee meetings have served as public hearing venues for a number of challenging issues over the years. Subcommittees have been formed to study

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various issues and report back to the full committee. Legislative proposals developed by MRD staff, or proposed by the general public, are typically presented to, and discussed by, the MAC. If approved, proposals are forwarded to the DNR Board for formal approval before being pursued as legislation. The MAC has examined issues related to both recreational and commercial fisheries, as well as habitat and water quality.

37. Please provide a list of how the functions of the SRFAC and the Agency's Marine Advisory Board may be duplicative.

The functions of the Marine Advisory Committee are presented above (Question 36). The activities of the Saltwater Recreational Fishery Advisory Committee (SRFAC) are specified by state law:

SECTION 50-5-1950. *Saltwater Recreational Fisheries Advisory Committee established; composition; compensation; term.*

(A) A Saltwater Recreational Fisheries Advisory Committee is established to assist in prioritizing the expenditures of monies received in the special account. The committee is composed of:

(1) one member of the Board of the Department of Natural Resources to serve ex officio;

(2) two at-large members appointed by the Governor; and

(3) one member from each of the following coastal counties appointed by a majority of the respective legislative delegations of Beaufort, Charleston, Colleton, Georgetown, Horry, Jasper, Dorchester, and Berkeley Counties.

(B) The members in subsection (A)(2) and (3) shall represent the saltwater recreational fishing community.

(C) Committee members shall be paid the usual mileage, subsistence, and per diem as prescribed by law for members of state boards, commissions, and committees to be paid from revenues from the sale of stamps, licenses, prints, and related articles.

(D) The terms of members in subsection (A)(2) and (3) are for four years and are limited to two consecutive terms. Vacancies shall be filled for the remainder of the unexpired term in the manner of original appointment.

Historically, the SRFAC's actions have been focused primarily on reviewing DNR's proposed budget for Saltwater License funds. The committee has occasionally chosen to provide unsolicited statements to the DNR Board regarding recreational fishing issues and the Committee often provides observations on saltwater fishing trends and news that they observed, or were reported to them by saltwater anglers. Presently, the Marine Advisory Committee is comprised primarily of saltwater recreational enthusiasts and there are no commercial fishing interests represented on the Marine Advisory Committee.

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E-Ticketing

38. Which other states utilize e-ticketing with wildlife law enforcement officers?

Currently the following wildlife agencies are using an e-ticket style submission system: Georgia, Maryland, Florida, Wisconsin, Alaska, Alabama, Delaware, Utah, Minnesota, North Carolina, Oregon, and Montana.

39. What is the estimated total cost savings of having e-tickets? Please include a breakdown of the approximate amount of employee time spent manually entering data that would no longer be required, etc.

Potential savings of electronic entry of summons and warnings for records staff is approximately \$3,508.00 monthly and \$42,096.00 annually. Two administrative assistants monthly spend approximately 224 hours combined entering summons and warnings manually at a cost of approximately \$15.66 per hour.

Approximate costs for implementing an e-ticket system are as follows for 250 officers:

Hardware: \$375,000.00 Tablets + \$125,000.00 Printers = \$500,000.00

Software upgrade/replacement for RMS, CAD, Mobile CAD, Mapping, Mobile Mapping, Auto Vehicle Location, AVL Playback, Mobile Records, eCitation, and servers to incorporate data electronically enter into a violations (points) database is approximately \$900,000.00.

40. What information could be accessible in the field that is not currently accessible and how could this information be utilized?

Equipping the field officers with mobile data equipment would allow for access to the DNR violation history of persons encountered in the field. This would also allow for wanted checks for persons encountered checking equipment for valid licensing, registration, and to see if the equipment is reported stolen.

41. What information and analysis would be possible in the office, that is not currently possible, and how would this analysis improve the deliverables the agency provides the public?

Through the use of a records management program it will allow for statistical data used in crime mapping to allow for gathering information regarding where and when violations are being located, and documented. Calls for service could be better tracked and compared to enforcement data for patrol planning and man power assessments for future planning and budgeting for equipment and personnel throughout the state.

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42. Which of the agency's performance measures may be improved through use of e-ticketing and how much could it possibly improve?

E-ticketing is just one finger on the hand of electronic records management. By upgrading and implementing a new records management system, which allows for electronic reporting as a whole, will improve performance measures. By implementing an electronic records management system, it would allow for electronic incident reporting, accident reporting, evidence storage, evidence tracking, internal violations database, and case management.

Agency's Law Change Recommendation

43. Does the agency plan to request repeal of Regulations 123-20 through 123-35?

Yes.

Record Retention/Archive

44. Is the agency current with transferring records, including electronic ones, to the Department of Archives and History? If not, why?

The last transmittal of hard copy permanent records was on 2/12/2016. The transfer included the following:

- SCDNR Board Meeting Minutes – 01/16/1998-07/24/2013
- Heritage Trust Meeting Minutes – 02/02/1995-11/10/2011
- Heritage Trust By Laws – 01/01/1974-11/03/1994
- SCDNR Criminal Case Files – 01/01/2002-09/23/2008

No electronic permanent records have been transferred since SC Archives and History officially announced the launch of SCERA (SC Electronic Records Archive) on March 14, 2016 which enabled SCDAH to accept permanent electronic records agencies from state agencies. SCDNR is working with the SCDAH Electronic Records Archivist on preparation and transfer of our first permanent electronic records. We anticipate to transfer before year end. (Mid-December 2017)

45. Please explain the process utilized by the agency to transfer all, if any, required documents to the Department of Archives?

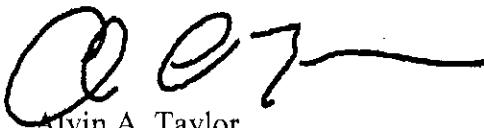
1. Agency Division Records liaisons identify permanent records that have met the Agency retention based on General and Specific retention schedules.
2. The Division liaison contacts the Record's Officer Office for validation of records retention being met and to obtain archival boxes and tape for preparation of transfer.

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3. Record's Office assist Division with preparation of boxes and completion of the State Records Center Transmittal Spreadsheet that includes the type of records being transferred, date range and the number of boxes.
4. The SC Records Center Transmittal Spreadsheet is emailed to SCDAH Archives Processing for confirmation and approval of transfer. Once approved, archival labels are affixed to boxes for transfer and SCDAH schedules a pick up date and time for the records.

We greatly appreciate your guidance and direction during our oversight process. Thank you for your comments and suggestions in helping our agency improve to provide exceptional outdoor experiences for the citizens of South Carolina.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Taylor', followed by a horizontal line.

Alvin A. Taylor
Director

cc: The Honorable Wm. Weston J. Newton (Without Attachments)
The Honorable Katherine E. "Katie" Arrington (Without Attachments)
The Honorable William M. "Bill" Hixon (Without Attachments)
The Honorable J. Todd Rutherford (Without Attachments)

EXHIBIT A

**SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
LAW ENFORCEMENT DIVISION DIRECTIVE**

DIRECTIVE #: D 347

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SUBJECT: DNR L/E OFFICER HIRING PROCEDURE

DATE: MAR 1, 2001

RELATED DIRECTIVES, STANDARDS, ETC:

LAST REVISION: JUL 2, 2012

RESPONSIBLE AUTHORITY: DEPUTY DIRECTOR OF LAW ENFORCEMENT

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTANT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

PURPOSE: The purpose of the DNR Law Enforcement Applicant Hiring Procedure is to provide guidelines for selecting new applicants for these positions in a fair and impartial manner for all candidates. Through the development of an efficient, effective and fair selection process, the Department will achieve its goal of selecting those individuals who best possess the knowledge, skills and abilities needed to successfully carry out the duties of a DNR Law Enforcement Officer.

GENERAL RESPONSIBILITIES

A. Vacancy Announcements

- 1) A vacancy announcement for Law Enforcement Officer position(s) will be posted by the Human Resources Office in accordance with Human Resources Regulations and based on available funding and the Department's needs.
- 2) The Law Enforcement Division may extend the posting deadline should such factors as quantity of applicants or diversity of applicants warrant further recruitment efforts to be made. Any posting extensions shall be advertised through the same channels as the original posting.
- 3) Only applications submitted and received by the closing date will be considered for the hiring cycle in which they were received.
- 4) The Human Resources Office and the Law Enforcement Division will work to ensure a diverse applicant pool exists.

B. Applicant Process

- 1) Upon an initial inquiry to the South Carolina Department of Natural Resources Human Resources Office by a prospective applicant, the prospective applicant will be guided through the process. It is the responsibility of each applicant to submit the necessary applicant documents by the stated deadlines to the Department's Human Resources Office.

The applicant will not be considered eligible for the screening process until all required documentation is received by the Human Resources Office. If the Human Resources Office receives applications without all required documentation, the applicant will be notified in writing that his/her application is ineligible pending receipt of all documentation. If the documentation is received after the established deadline, the applicant will not be eligible for the current hiring cycle.

C. Job Requirements

- 1) Education Requirement — A Bachelor's degree; or an Associate's degree (or two (2) years of college credits equating to (60) semester credit hours) combined with either two (2) years of certified class 1 law enforcement officer service or active military service or four (4) years of service as a SC DNR Deputy Law Enforcement Officer (DLEO). The Human Resources Office is responsible for determining an applicant's qualifications. Applicants must meet the minimum education or equivalent experience requirement at the time of application.
 - (a) Applicants who do not meet the minimum requirements will be notified electronically (email) by the Human Resources Office.
 - (b) Residency Requirement - Applicants must relocate to the designated county within 90 calendar days of employment. Failure by a selected applicant to adhere to this relocation requirement may be cause for dismissal.

D. Interview Panel

- 1) Applicants who meet the minimum education and/or experience requirements may be invited to interview before an interview panel. The panel will include four (4) law enforcement personnel and one (1) staff member of the Human Resources Office. The Deputy Director of Law Enforcement will appoint the law enforcement panel members and the Human Resources Director will appoint the Human Resources Office representative. At least two (2) of the law enforcement panel members will be senior officers. The Law Enforcement Deputy Director may add to this panel with appropriate justification. The Deputy Director of Law Enforcement and the Human Resources Director will collaborate to ensure that the panel has minority representation.
- 2) The interview panel will ask each applicant a set of job related questions. Each member of the panel will individually rate each candidate upon completion of the interview. The Human Resources Office will compile the scores for each applicant and will compute the applicants' average scores.
- 3) The Human Resources Office will compile a rank ordered list of candidates based upon composite interview scores. A predetermined number of top ranking candidates will be scheduled for the written test and the physical agility test. The number of applicants to be scheduled for the written test and the physical agility test will be based upon the number of vacancies to be filled.

E. Testing

- 1) Written Examination
 - (a) Those applicants whose interview scores fall within the predetermined range will be scheduled for the written test. The test is administered by the Human Resources Office who will notify the applicants of the test results.
 - (b) Applicants who fail the test will be eliminated from further consideration and must retake the test for the next hiring cycle.
- 2) Physical Agility Test

- (a) Applicants passing the written examination will be required to complete and pass a physical agility test. This portion of the selection process is pass/fail and is administered by the DNR Law Enforcement Division. This test consists of running an obstacle course, weight dragging and swimming.
- (b) The Department will establish only one make-up test date for the physical agility test for any applicants who are unable to test on the originally scheduled date. If the applicant is unable to participate in the make-up session, he/she will be ineligible for further consideration during the current hiring cycle.
- (c) Applicants who fail any portion of the physical agility test will be ineligible for further consideration until the next hiring cycle.
 - (1) The results of the written and agility tests will be valid for the current hiring cycle only. A list of top ranking candidates who pass the written test and the physical agility test will be provided to the Deputy Director of Law Enforcement. If for any reason applicants are eliminated causing the applicant pool to be too low, additional applicants may be added from the original rank ordered list.

F. Personal Interview

- 1) Applicants successfully completing the interview panel, the written test and the physical agility test will be scheduled for a personal interview with the Deputy Director of the Law Enforcement Division. After interviewing the applicants, the Deputy Director of the Law Enforcement Division will select candidates for intensive background investigations.

G. Investigation

- 1) A background investigation will be conducted by the Law Enforcement Division on the candidates provided by the Deputy Director of the Law Enforcement Division. Background investigations shall be conducted by investigators trained in proper collection of necessary information.
- 2) Applicants for the position of DNR Law Enforcement Officer must be of good character. Background investigations will be reviewed by the Human Resources Office and the Law Enforcement Division in their totality in determining an applicant's overall suitability for employment as a DNR Law Enforcement Officer. The investigation shall verify information regarding previous work experience, education, credit and criminal record, driving record, general reputation within the community, and personal and business references.

H. Recommended Candidates

- 1) The Deputy Director for Law Enforcement will recommend to the Department Director the candidates for DNR Law Enforcement Officer positions.
- 2) Upon approval by the Director, the Human Resources Office will send the selected candidates a written letter of offer contingent upon the results of medical, psychological, eye and drug screenings.

I. Medical and Psychological Screenings

- 1) Applicants will be notified in writing of the date, location and time of screenings.
- 2) If the results of any of these screenings prevent the Department from making a final offer of employment, the applicant will be notified in writing accordingly.
- 3) Upon evaluation of the results, applicants will be notified accordingly of their final selection in writing.
- 4) Applicants not hired will be notified in writing by the Human Resources Office of the non-selection.

J. Record Management and Retention

- 1) The Human Resources Office will establish and maintain files on all applicants in accordance with applicable State Regulations and retention schedules. These files shall be stored in a secure area when not in use and shall be disposed of in a manner which prevents disclosure of the information contained in the files.
- 2) Completed applications and resumes of applicants who were not hired by the Department shall be retained for two (2) years and in accordance with State Regulations and retention schedules.
- 3) A record of each applicant's background investigation shall be maintained by the authorized division who conducted the background investigation and shall be maintained pursuant to retention schedules approved by the State Department of Archives in compliance with the Records Retention Act.

APPROVED:



A.C. Frampton, Colonel

EXHIBIT B

**SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
LAW ENFORCEMENT DIVISION DIRECTIVE**

DIRECTIVE #: D 348

PAGE 1 OF 2

SUBJECT: DNR L/E OFFICER PROMOTIONAL PLAN

DATE: MAR 1, 2001

RELATED DIRECTIVES, STANDARDS, ETC:

LAST REVISION: JUL 2, 2012

RESPONSIBLE AUTHORITY: DEPUTY DIRECTOR OF LAW ENFORCEMENT

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTANT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

The South Carolina Department of Natural Resources, Division of Law Enforcement, is committed to promoting well-qualified and trained individuals and to providing upward mobility and career development, in order to achieve maximum efficiency.

PURPOSE: To set forth guidelines for the administration of a uniform promotional plan for DNR Law Enforcement Officers.

PROCEDURES:

- A. **Region Operations** – The following criteria, as they relate to the position to be filled, are used as guidelines in selecting an employee for promotion to the supervisory positions of Captain, Lieutenant and Unit Sergeant in the Law Enforcement Regions.
- 1) Law Enforcement vacancies will be posted in all law enforcement region offices for a period of five (5) working days.
 - 2) All interested officers submit an updated employment application to the Department's Human Resources Office by the closing date of the vacancy posting.
 - 3) Officers must meet the minimum qualifications for the position.
 - 4) Applicants must appear before the Law Enforcement Promotion Board as follows:
 - (a) First Sergeant: the panel consists of 1) the Region Captain, 2) the Region Lieutenant and 3) a representative of the Office of Human Resources.
 - (b) Lieutenant: the panel consists of 1) the Region Captain, 2) Lieutenant Colonel and/or the designated Major, and 3) the Human Resources Director.
 - (c) Captain: the panel consists of 1) the Lieutenant Colonel and/or the designated Major, 2) the Deputy Director for Law Enforcement, and 3) the Human Resources Director.
 - (d) In cases of absence of above listing panel officers, an appropriate substitution will be made.

B. Non-Region Assigned Officers

The following criteria are used as guidelines in selecting an employee for the law enforcement education positions and non-region assigned officers/staff Lieutenants, etc. This procedure is not invoked when the personnel action is considered a reclassification of a position, such as, in the case of a gradual change of duties and responsibilities or a change due to reorganization or realignment of positions.

- 1) Law Enforcement vacancies will be posted in all law enforcement region offices for a period of five (5) working days.
 - 2) All interested officers must submit an updated employment application to the Department's Human Resources office prior to the closing date of the vacancy posting.
 - 3) Officers must meet the qualifications for the position.
 - 4) Applicants must appear before the Law Enforcement Promotion Board as follows:
 - (a) Staff Ranking Officers and Law Enforcement Education, Training and Boating positions: the panel consists of 1) the Captain and/or Lieutenant, 2) the Major and 3) a representative from the Office of Human Resources. The Deputy Director of Law Enforcement and the Lieutenant Colonel may serve on the promotional panel at the Captain and Major levels.
 - (b) Investigators and other non-covered positions: the panel consists of 1) the Captain, if appropriate, 2) the appropriate Major, 3) the Lieutenant Colonel and 4) a representative from the Office of Human Resources.
 - (c) Major: the panel consists of 1) the Deputy Director of Law Enforcement, the Lieutenant Colonel and 2) the Human Resources Director.
 - (d) Lieutenant Colonel: the panel consists of 1) the Deputy Director of Law Enforcement, 2) the Human Resources Director and 3) the Agency Director.
 - 5) Additional panel representatives may be added upon appropriate justification.
- C. **Criteria** – In order to promote the development and utilization of qualified personnel, the criteria used by the Promotion Boards in selecting the best qualified individuals will include, but will not be limited to:
- 1) Job knowledge
 - 2) Experience
 - 3) Job performance
 - 4) Work habits
 - 5) Past employment records, and
 - 6) Leadership ability

APPROVED:



A.C. Frampton, Colonel

EXHIBIT C

EXHIBIT A

State	Starting salary for entry level officer
Oregon	\$55,080.00
Massachusetts	\$55,000.00
Alaska	\$54,000.00
New York	\$53,304.00
Washington	\$52,080.00
New Jersey	\$52,000.00
Minnesota	\$51,198.00
California	\$49,972.00
North Dakota	\$49,632.00
Illinois	\$48,168.00
Louisiana	\$46,613.00
Rhode Island	\$46,394.00
Hawaii	\$46,164.00
Wisconsin	\$45,801.00
Wyoming	\$45,768.00
Nebraska	\$44,990.40
Iowa	\$44,640.00
Ohio	\$43,929.60
New Hampshire	\$43,000.00
Michigan	\$42,016.00
Colorado	\$41,348.00
Nevada	\$41,321.00
Georgia	\$41,236.00
Montana	\$41,163.20
Pennsylvania	\$41,000.00
Texas	\$40,350.00
Kansas	\$39,852.00
Indiana	\$39,213.00
Oklahoma	\$38,334.00
Maine	\$38,188.80
South Dakota	\$37,419.00
Florida	\$36,222.68
Missouri	\$36,084.00
Tennessee	\$35,604.00
Alabama	\$35,589.60
Virginia	\$35,500.00
New Mexico	\$35,422.00
Vermont	\$35,068.00
Connecticut	\$35,000.00
Maryland	\$35,000.00
Utah	\$34,819.00
Idaho	\$34,340.00
Arkansas	\$33,861.00
Arizona	\$33,435.00
North Carolina	\$33,320.00
South Carolina	\$32,551.00
West Virginia	\$31,726.00
Delaware	\$31,568.00
Kentucky	\$29,500.00
Mississippi	\$28,825.14

EXHIBIT D

Department of Natural Resources

Law Enforcement Division's Officer Career Path (as of July 1, 2016)

(Applies to Class I Certified Officers to include non-competitive, competitive, investigator and chief pilot positions.)

Class Code/Band	State Class Title	Rank/Internal Title	Salary Range/Increase (Base Salary)	Requirements (Education/Experience)	Method of Recruiting (External, Internal Advancement)
JC20/05	Law Enforcement Officer II	Conservation Officer	\$33,608	A bachelor's degree; or an associate's degree (or two (2) years of college credit (60) semester credit hours) combined with either two (2) years of related experience (full-time) or four (4) years of service as a SCDNR DLEO.	External Hire
JC20A/05	Law Enforcement Officer II	Conservation Officer	\$34,616 3% increase	Graduate SCCJA and DNR Wildlife Basic	Internal Advancement of Career Path
JC20B/05	Law Enforcement Officer II	Private First Class	\$36,550 10% increase	Two (2) years of experience as a DNR law enforcement officer. SC DNR In-Service and SCCJA requirements.	Internal Advancement of Career Path
JC20B/05	Law Enforcement Officer II	Private First Class – No Rank Change	\$ 40,205 10% increase	Four (4) years of experience as a DNR law enforcement officer. SC DNR In-Service and SCCJA requirements.	Internal Advancement of Career Path
JC20C/05	Law Enforcement Officer II	Lance Corporal	\$ 42,215 5% increase	Six (6) years of experience as a DNR law enforcement officer. SC DNR In-Service and SCCJA requirements.	Internal Advancement of Career Path
JC20C/05	Law Enforcement Officer II	Lance Corporal No Rank Change	\$44,326 5% increase	Ten (10) years of experience as a DNR law enforcement officer. SC DNR In-Service and SCCJA requirements.	Internal Advancement of Career Path

JC20C/05	Law Enforcement Officer II	Lance Corporal No Rank Change	\$46,542 5% increase	Fifteen (15) years of experience as a DNR law enforcement officer. SC DNR In-Service and SCCJA requirements.	Internal Advancement of Career Path
JC20C/05	Law Enforcement Officer II	Lance Corporal No Rank Change	\$48,869 5% increase	Twenty (20) years of experience as a DNR law enforcement officer. SC DNR In-service and SCCJA requirements.	Internal Advancement of Career Path
	Competitive				
Class Code/Band	State Class Title	Rank/Internal Title	Salary Range/Increase (Base Salary)	Requirements (Education/Experience)	Method of Recruiting (Internal Promotion)
JC30A/06	Law Enforcement Officer III	DNR 1st Sergeant Supervisory	\$56,343	A high school diploma and four (4) years' experience as a DNR Law Enforcement Officer.	Internal Promotion – Competitive
JC30B/06	Law Enforcement Officer III	DNR Staff Sergeant <u>Non-Supervisory</u>	\$45,128	A high school diploma and four (4) years' experience as a DNR Law Enforcement Officer.	Internal Promotion – Competitive
JC40A/07	Law Enforcement Officer IV	DNR LE Lieutenant Supervisory	\$62,873	A high school diploma and five (5) years' experience as a DNR Law Enforcement Officer. Prefer one (1) year of DNR LE Officer experience in a supervisory level position.	Internal Promotion – Competitive
JC40B/07	Law Enforcement Officer IV	DNR LE Captain Supervisory	\$70,561	A high school diploma and six (6) years' experience as a DNR Law Enforcement Officer, two (2) years of which must have been in a	Internal Promotion – Competitive

				supervisory level position in DNR Law Enforcement.	
JC50A/08	Law Enforcement Officer IV	DNR LE Major Supervisory	\$79,945	A bachelor's degree and three (3) years of high-level law enforcement supervisory experience preferably in natural resources (wildlife) enforcement. Related law enforcement experience may be substituted for the bachelor's degree on a year-to-year basis.	Internal Promotion – Competitive
JC50B	Law Enforcement Officer IV	DNR LE Lieutenant Colonel Supervisory	\$ 89,538	A bachelor's degree and four (4) years of high-level law enforcement supervisory experience preferably in natural resources (wildlife) enforcement. Related law enforcement experience may be substituted for the bachelor's degree on a year-to-year basis.	Internal Promotion – Competitive
UA03	Deputy Director for LE	Colonel Supervisory	\$ 100,692	At the discretion of the DNR Director. Executive Compensation. Salary Range: \$78,943; \$100,692; \$122,442	Director Appointed

Marine Resources Division Pay Plan for New Employees 10/3/2016

Types of Salary Increases

All salary increases associated with the pay plan increases must qualify as Additional Skills and Knowledge. Human Resources paperwork will be filled out and submitted by the Marine Resources Division Business Office.

***All increases will be subject to available funding.**

Years of State Service	% of Increase	Requirements	Type of Salary Increase	Evaluation
2 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
4 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
6 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
8 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
10 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
12 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
14 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
16 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
18 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
20 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
22 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
24 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
26 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher

28 years	3%	Attend Training/Meetings (See list of Approved Training/meeting options)	Additional Skills and Knowledge	Successful or higher
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11/17/2014

Types of Salary Increases

All salary increases associated with the step increases will be considered Additional Skills and/or Knowledge. Supervisors will be requested to assist in completing the documentation for these increases which will be submitted to Human Resources with the appropriate justification and a Personnel Transaction Request in accordance with the Compensation Policy (#703.03).

Years at DNR	% of Increase	Requirements	Type of Salary Increase	Evaluation
2 years	6%	Attend 4 Training/Meetings within 2 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher
5 years	6%	Attend 5 Training/Meetings within 3 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher
10 years	6%	Attend 8 Training/Meetings within 5 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher
14 years	6%	Attend 6 Training/Meetings within 4 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher
18 years	6%	Attend 6 Training/Meetings within 4 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher
23 years	6%	Attend 8 Training/Meetings within 5 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher
27 years	6%	Attend 6 Training/Meetings within 4 years (See list of Approved Training/meeting options)	Additional Skills and/or Knowledge	Successful or higher

CAREER PATH DEVELOPMENT PLAN FOR BOAT TITLING CLERKS

GENERAL DESCRIPTION OF DUTIES:

Performs all duties relating to the proper operation of the titling and registration of water craft and outboard motors.

CAREER PATH:

Progression through the Boat Titling Career Path involves three (3) tiers:

Tier One: Entry level

Tier Two: minimum of 18 months job time in Tier one (7-10%)

Tier Three: minimum of 12 months job time in Tier two (5%)

ADDITIONAL DUTIES JUSTIFICATION:

The Additional Duties increases for Boat Titling clerks is based on extensive review of the Administrative Services Division Deputy Director, Boat Titling Administrative Coordinators and the Human Resources Director.

The Boat Titling certification denotes the attainment of a high level of training, actual work experience, and professionalism to represent the Department with processing situations for all boat titling and registration types.

BOAT TITLING/REGISTRATION CLERK TIER ONE

TIER ONE REQUIREMENTS:

A high school diploma and twelve (12) months job experience. Knowledge of computer and principles of accounting. Ability to data enter 150 transactions per day with less than 3% error rate. Ability to open 50 new boat number or transfer transactions per day with less than 3% error rate. Must be able to direct the boating public as to the proper procedures for boat registration both on the phone and at the public service window. Completion of at least one (1) customer service class set up and approved by DNR HRM office. Maintain an effective working relationship with employees and supervisors and the ability to communicate effectively.

EXPERIENCE REQUIREMENTS:

1. Boat Registration/Titling - Procedures to process transfers, new registrations from dealers, registrations coming from other states, homemade boats, boats that have been previously exempted from registration, renewals, duplicate titles, cards and decals on watercraft and outboard motors.
2. Accounting - Must be able to calculate sales tax and do computations (addition, subtraction, multiplication and division).
3. Customer service - Working window, answering the phone and completion of customer service class.
4. Data entry/typing - 150 transactions per day with 3% error rate
5. Equipment - Must be able to operate: officer computers, forms/laser printers, copier, fax machine, microfilm reader and calculator.

REQUIRED TRAINING: Employee must have completed one customer service class. Must have been trained to answer public service phone and work public service window. Must have an acceptable error rate (3% or less) and meet data entry and processing requirements shown above.

MINIMUM TIME IN POSITION:

Twelve (12) months time in position in this tier in order to move to the next tier.

BOAT TITLING/REGISTRATION CLERK TIER TWO

ENTRY LEVEL REQUIREMENTS:

Eighteen (18) months job experience. Considerable knowledge of computer and principles of accounting and boat titling/registration statutes. Ability to effectively research boating records. Ability to data enter 150 transactions per day with less than 3% error rate. Ability to open 75 new boat numbers or transfers per day with less than 3% error rate. Maintain an effective working relationship with employees and the ability to communicate effectively.

EXPERIENCE REQUIREMENTS:

1. Boat Registration/Titling - Procedures to completely process transfers, new registrations from dealers, registrations coming from another state or country, homemade boats, boats that have been previously exempted from registration, renewals, duplicate titles, cards and decals on watercraft and outboard motors.
2. Accounting - Must be able to calculate sales tax and do computations (addition, subtraction, multiplication and division).
3. Customer service - Working window, answering the phone and completion of customer service class.
4. Data entry/typing - 150 transactions per day with 3% error rate
5. 18 months experience in Boat Titling & Registration area
6. **Knowledge of equipment** - Microfilm readers and camera, forms and laser printers, personal computers, shredder, Infoseal, and Burroughs S4000.
7. **Research** - Title searches, lienholder information and boat and motor history
8. **Boat titling /registration statutes** - S.C. Code of Laws Sections 50-21 and 50-23 and Federal requirements
9. **Casual Tax** - Use tax and casual tax requirement
10. **Other States Requirements** - Know which states title and procedures and know procedures for the states that only issue registration.

REQUIRED TRAINING:

OJT required. Customer Service courses taken as availability and scheduling permit.

MINIMUM TIME IN POSITION:

Eighteen (18) months in position at this tier in order to move to the next tier.

BOAT TITLING/REGISTRATION CLERK TIER THREE

ENTRY LEVEL REQUIREMENTS:

A minimum of eighteen (18) months experience in T&R Tier II. Extensive knowledge of computer/office equipment, casual sales tax, boat titling/registration statutes and principles of accounting. Extensive knowledge of all registration/titling requirements including estate and previously documented registrations. Ability to effectively research records and recognize incorrect hull ID and motor serial numbers. Ability to train new employees in areas of boat titling/registration, registration statutes and casual tax procedures. Ability to handle customer inquiries and complaints in a professional manner. Ability to data enter 175 boating transactions per day with 3% or less error rate. Ability to process at least 75 new boat numbers or transfer transactions per day with 3% or less error rate. Maintain an effective working relationship with employees and supervisors and the ability to communicate effectively.

EXPERIENCE REQUIREMENTS:

1. Boat Registration/Titling - Procedures to completely process transfers, new registrations from dealers, **estate transfers, previously documented registrations, repossessed registrations**, and registrations coming from another state or country, homemade boats, boats that have been previously exempted from registration, renewals, duplicate titles, cards and decals on watercraft and outboard motors.
2. Accounting - Must be able to calculate sales tax and do computations (addition, subtraction, multiplication and division).
3. Customer service - Working window, answering the phone and completion of customer service class.
4. Data entry/typing - 175 transactions per day with 3% error rate
5. 18 months experience in Boat Titling & Registration area
6. Knowledge of equipment - Microfilm readers and camera, forms and laser printers, personal computers, shredder, Infoseal, Burroughs S4000
7. Research - Title searches, lienholder information and boat and motor history
8. Boat titling /registration statutes - S.C. Code of Laws Sections 50-21 and 50-23 and Federal requirements
9. Casual Tax - Use tax and casual tax requirement
10. Other States Requirements - Know which states title and procedures and know procedures for the states that only issue registration.
11. **Training Ability** - Correctly train new employees in areas of boat registration/titling, computations, sales tax, statutes, etc.
12. **Problem solving** - Knowledge of correct formats for boat and motor hull and serial numbers, ability to trace boat/motor history to correct processing errors, and ability to handle customer

inquires and complaints in an acceptable manner,

REQUIRED TRAINING:

OJT and the ability to train newer employees. Customer service courses and courses on teamwork as availability and scheduling allow.

MINIMUM TIME IN POSITION:

N/A

EXHIBIT E

Division - Law Enforcement		FY 15/16	FY 16/17
25	"Thank you Cards" *	4	2
50	"On the Spot" *	8	
50	"On the Spot" **	3	
250	Bonus (approval) criteria	1	1
275	Bonus (approval) criteria		1
300	Bonus (approval) criteria		1
325	Bonus (approval) criteria		2
700	Bonus (approval) criteria		1
750	Bonus (approval) criteria	4	
900	Bonus (approval) criteria		1
1000	Bonus (approval) criteria	2	
1025	Bonus (approval) criteria		1
1050	Bonus (approval) criteria		1
1125	Bonus (approval) criteria		1
1250	Bonus (approval) criteria		1
1300	Bonus (approval) criteria		1
800	Legislative Bonus	259	
Division - Executive		FY 15/16	FY 16/17
25	"Thank you Cards" *	0	6
50	"On the Spot" *	0	4
25	"Thank you Cards" **	1	
50	Bonus (approval) criteria		1
250	Bonus (approval) criteria		1
500	Bonus (approval) criteria	1	
750	Bonus (approval) criteria		1
1000	Bonus (approval) criteria	3	3
800	Legislative Bonus	36	
Division - OSS		FY 15/16	FY 16/17
25	"Thank you Cards" *	2	3
50	"On the Spot" *	3	1
25	"Thank you Cards" **	1	
50	Bonus (approval) criteria	4	
250	Bonus (approval) criteria	1	1
500	Bonus (approval) criteria		2
750	Bonus (approval) criteria		5
1000	Bonus (approval) criteria		8
1200	Bonus (approval) criteria		2
800	Legislative Bonus	63	
Division - WFF		FY 15/16	FY 16/17
25	"Thank you Cards" *	6	4
50	"On the Spot" *	0	2

50	Bonus (approval) criteria	3	2
250	Bonus (approval) criteria	1	2
500	Bonus (approval) criteria	8	11
750	Bonus (approval) criteria		3
1000	Bonus (approval) criteria	1	5
1500	Bonus (approval) criteria	1	
800	Legislative Bonus	183	
Division - LWC		FY 15/16	FY 16/17
25	"Thank you Cards" *	4	4
50	"On the Spot" *	9	9
50	Bonus (approval) criteria	1	
250	Bonus (approval) criteria		
500	Bonus (approval) criteria		1
750	Bonus (approval) criteria		20
1000	Bonus (approval) criteria	2	3
1500	Bonus (approval) criteria		5
800	Legislative Bonus	41	
Division - MRD		FY 15/16	FY 16/17
25	"Thank you Cards" *	0	0
50	"On the Spot" *	1	2
50	Bonus (approval) criteria	7	7
250	Bonus (approval) criteria	1	1
750	Bonus (approval) criteria		6
1000	Bonus (approval) criteria	1	3
800	Legislative Bonus	144	

* "Thank you Cards" (wage type 1806)

* "On the Spot" (wage type 1806)

** "Thank you Cards" (wage type 1800)

** "On the Spot" (wage type 1800)

Wage types were keyed differently in previous years based on directions provided by the CG's Office.

Bonuses are keyed under wage type 1800 and they show up on the bonus report (RH038) in Bex (SCEIS).

Rewards & Recognition Awards are now keyed under wage type 1806.

The wage type 1806 does not appear on the Bex (SCEIS) reports and was not included on the bonus line for FY 15/16 and FY16/17 on page 27.

In FY14/15 both wage types appeared on the bonus line.

(/)

Menu

Division of State Human Resources

Bonuses, Rewards, and Recognition

References

- Annual Appropriation Act (117.55 Employee Bonuses)
(http://www.scstatehouse.gov/query.php?search=DOC&searchtext=117.55&category=BUDGET&year=2016&version_id=7&return_page=&version_title=App20Act&conid=8261581&result_pos=0&keyval=34948&numrows=10)
- S.C. Code Sections (http://www.scstatehouse.gov/query.php?search=DOC&searchtext=8%2011%20170&category=CODEOFLAWS&conid=7997621&result_pos=0&keyval=141&numrows=10)
8-1-170, 8-1-180 and 8-11-190 (http://www.scstatehouse.gov/query.php?search=DOC&searchtext=8%2011%20170&category=CODEOFLAWS&conid=7997621&result_pos=0&keyval=141&numrows=10)
- State Human Resources Regulations (/files/2010HRRRegulations.pdf) 19-705.07.G. (/files/2010HRRRegulations.pdf) and 19-706.05.B. (/files/2010HRRRegulations.pdf)
- Employee Referral Bonus Program Sample (/files/Sample%20Employee%20Referral%20Bonus%20Program.pdf)
- Bonus Legislation (/files/Bonus%20Legislation%20Chart.pdf)

Bonus Information

- Amount/Frequency of Bonuses and Source of Funds
- Approval Authority
- Eligibility
- Approval Criteria
- Documentation and Reporting Requirements

Rewards & Recognition

- State Service Pin Awards

Amount/Frequency of Bonuses and Source of Funds

- An employee may receive more than one bonus in a fiscal year; however, the total amount of the bonuses received for the fiscal year may not exceed \$3,000.

- State, federal, and other sources of revenue may be used to award bonuses.
- Agencies using federal funds for bonuses must show that the use of these funds is in compliance with federal law.

Approval Authority

- The Agency Director is the final authority responsible for approving employee bonuses.

Eligibility

- All permanent and probationary employees in full-time equivalent positions are eligible to receive a bonus under these provisions.
- Agency Directors are not eligible to receive bonuses.
- Employees earning \$100,000 or more are not eligible to receive bonuses.
- Temporary grant and time-limited project employees are eligible to receive bonuses within the Appropriations Act guidelines for employee bonuses. The bonuses must be funded by the grant or time-limited project.



Approval Criteria

Bonuses may be awarded to recognize the accomplishments and contributions of individual employees. Examples of appropriate reasons for awarding bonuses are:

- Contributions to increased organizational productivity,
- Development and/or implementation of improved work processes,
- Exceptional customer service,
- Realized cost savings, or
- Other specific contributions to the success of the organization.

Documentation and Reporting Requirements

- Agencies must develop a plan for awarding bonuses to employees and keep such plan on file at the agency.
- Agencies must also make available to employees the plan that explains the criteria for awarding bonuses.
- Agencies should submit plans to the Division of State Human Resources (DSHR) for information.
- Agencies must document the reason for any bonus payments awarded.
- Agencies must report the following information to DSHR regarding the payment of a bonus to any employee:
 - Name
 - Personnel Number
 - Date Awarded
 - Source of funds
 - Class
 - Reason for Awarding Bonus
 - Amount of Bonus
 - Comments

Rewards and Recognition Programs

- Each agency can develop recognition programs that meet its needs. **S.C. Code Sections 8-1-180 and 8-11-190** allows State agencies and institutions to spend public funds on employee recognition. There is a \$50 limit on the amount that can be spent on each employee per award. The Annual Appropriation Act, Section 117.59, provides authority to fund employee award programs.
- All Internal Revenue Services (IRS) regulations must be adhered to when implementing a program. Under IRS regulations, all cash or gift certificate awards are taxable income unless considered a de minimis fringe benefit. The IRS has provided a list of FAQ's for government entities regarding de minimis fringe benefits at the link provided. <http://www.irs.gov/Government-Entities/Federal,-State-&-Local-Governments/De-Minimis-Fringe-Benefits> (<http://www.irs.gov/Government-Entities/Federal,-State-&-Local-Governments/De-Minimis-Fringe-Benefits>)
- If an agency wants to develop a rewards and recognition program, agencies can contact the Division of State Human Resources to find out more details about the type of help available.

State Service Pin Awards

Each agency is responsible for administering the State service pin awards. The link to the State's vendor for State service pins is: http://procurement.sc.gov/webfiles/MMO_spo/Contracts/pins-p2.pdf (http://procurement.sc.gov/webfiles/MMO_spo/Contracts/pins-p2.pdf)

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[HEEAPA - Higher Education Efficiency and Administrative Policies Act \(/humanresources/agency-information/HEEAPA\)](#)

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[InfoSec and Privacy Professional Development Program \(/humanresources/infosec-and-privacyprofessionaldevelopmentprogram\)](#)

[Training and Development \(/humanresources/training-and-development\)](#)

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SECTION 8-1-170. Group productivity incentive programs.

State agencies are authorized to develop group productivity incentive programs for the recognition and award of team accomplishments through group performance. Employees of any organizational unit within each of the various agencies are eligible to share equally twenty-five percent of the identified savings resulting from reduced operational costs in the unit up to a maximum of two thousand dollars per employee in a fiscal year. The agency shall adopt policies and procedures to determine unit expenses or base data and for the year of participation in the group productivity incentive program. Records of proposals, actual dollar savings, and employee awards will be reported to the Department of Administration or its designee. Any bonus or cash award paid as a group productivity incentive shall not become a part of the employee's base salary and shall not be considered as compensation in terms of contributions to and determination of benefits for any of the state's retirement systems.

HISTORY: 1993 Act No. 178, § 7, eff July 1, 1993.

Code Commissioner's Note

At the direction of the Code Commissioner, references in this section to the offices of the former State Budget and Control Board, Office of the Governor, or other agencies, were changed to reflect the transfer of them to the Department of Administration or other entities, pursuant to the directive of the South Carolina Restructuring Act, 2014 Act No. 121, § 5(D)(1), effective July 1, 2015.

SECTION 8-1-180. Tokens of recognition and other rewards; limit on amount per individual.

State agencies and institutions shall be allowed to spend public funds on employee plaques, certificates, and other events, including meals and similar types of recognition to reward innovations or improvements by individual employees or employee teams that enhance the quality of work or productivity or as a part of employee development programs of their agency or institution. Awards shall be limited to fifty dollars for each individual.

HISTORY: 1993 Act No. 178, § 7, eff July 1, 1993.

SECTION 8-11-190. Use of public funds to reward state employees.

State agencies and institutions must be allowed to spend public funds on employee plaques, certificates, and other events including, but not limited to, meals and similar types of recognition to reward innovations or improvements by individual employees or employee teams that enhance the quality of work or productivity or as a part of employee development programs of their agency or institution.

HISTORY: 1995 Act No. 145, Part II, § 25, eff June 29, 1995.

117.55. (GP: Employee Bonuses) State agencies and institutions are allowed to spend state, federal, and other sources of revenue to provide selected employees lump sum bonuses, not to exceed three thousand dollars per year, based on objective guidelines established by the Department of Administration. Payment of these bonuses is not a part of the employees base salary and is not earnable compensation for purposes of employee and employer contributions to respective retirement systems. Employees earning \$100,000 or more shall not be eligible to receive bonuses under this provision. The employing agency must report this information on or before August thirty-first of each year and must include the total amount and source of the bonus received by the employee during the preceding fiscal year (July first through June thirtieth). The Human Resources Division of the Department of Administration shall formulate policies and procedures to ensure compliance with the reporting provisions of this proviso. Copies of the reports shall be made available to the Chairman of the Senate Finance Committee and the Chairman of the House Ways and Means Committee, upon request.

EMPLOYEE BONUS FORM

Sections 117.55 of the 2017-2018 General Appropriation Act allows state agencies to award employee bonuses according to objective guidelines established by the Division of Human Resources. More than one bonus in a fiscal year may be given to an employee; however, the total amount of the bonuses received for the fiscal year may not exceed \$3,000. The bonus does not become a part of an employee's base pay. Agencies with bonuses using federal and other sources of revenue must maintain documents verifying that the bonuses are in compliance with any associated funding requirements.

Please complete this form and forward a copy to the Office of Human Resources when an employee bonus is awarded.

Agency: _____

Employee Name: _____

Class / Slot: _____

Amount of Bonus: \$ _____

Date Awarded: _____

Source of Funds:

- ☐ State Funds
☐ Federal Funds ☐ Check to indicate use complies with federal law.
☐ Other Funds

Reason: *(Please indicate which of the following best represents the reason the bonus was awarded.)*

- ☐ 1. Contributions to increased organizational productivity
☐ 2. Development and/or implementation of improved work processes
☐ 3. Exceptional customer service
☐ 4. Realized cost savings
☐ 5. Other specific contributions to the success of the organization

Comments:

Agency Representative: _____



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2017-2018

Executive 07

RETURN THIS PORTION TO YOUR
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make a difference

Date: _____

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From: _____
(Signature)



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EXHIBIT F

**SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
HUMAN RESOURCES POLICY**

POLICY #: 705.05

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**SUBJECT: Drug and Alcohol
Testing Policy and Procedures**

Revised: July 23, 2014

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

STATEMENT OF POLICY

Alcohol and drug abuse cause health, safety and security problems. The use of illegal drugs, besides being unlawful, is incompatible with the Substance Abuse policy and undermines public confidence in the Department of Natural Resources (Department). In this regard, the Department establishes drug testing policies and procedures to test for illegal drug use by employees in positions identified as sensitive and for alcohol and drug use by any employee when a reasonable suspicion exists that illegal drugs or alcohol are being used on duty or that drug or alcohol related job impairment exists. The procedures set forth in this policy for reasonable suspicion testing should be followed for all employees.

I. Introduction

The positions identified for testing and terminology are defined in this section.

A. Safety Sensitive Positions

Employees whose job duties require a Commercial Driver's License (CDL) are required by federal law (49 CFR Part 40) to undergo drug and alcohol testing as of January 1, 1996. Employees whose job duties require a U.S. Coast Guard License (CGL) are also required by federal law (33 CFR Part 95 and 46 CFR Part 16) to undergo drug and alcohol testing. To comply with these federal laws, the Department is establishing this drug and alcohol testing policy and concurrent procedures. In addition, the Department has determined that those employees who carry law enforcement commissions also must undergo drug and alcohol testing as outlined in this policy.

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SUBJECT: Drug and Alcohol Testing Policy and Procedures	Revised: July 23, 2014

B. All Employees

Includes employees who occupy Full Time Equivalent, Temporary Grant, Time-Limited Project and Temporary (hourly) positions.

C. Definitions/Roles

1. Applicant: Any applicant for a position requiring a Commercial Driver's License (CDL), a U.S. Coast Guard License (CGL) and those who carry a law enforcement commission.
2. Covered Employee: Any employee in a position requiring a Commercial Driver's License (CDL), a U.S. Coast Guard License (CGL) and those who carry a law enforcement commission.
3. Drug Test Administrator (DTA): An individual designated by each Deputy Director who is responsible for administering the drug and alcohol testing procedures.
4. Human Resources Director (HRD) or his/her designee: Coordinates the development of procedures related to drug and alcohol testing, coordinates with the Companion Benefit Alternatives or Job Retention Services for assessment, assists Deputy Directors in interpreting the disciplinary policy, and works with the DTA to coordinate testing.
5. Medical Review Officer (MRO): A physician who interprets and evaluates an individual's confirmed positive test result with his or her medical history and any other information to determine whether there is an alternative explanation. The testing laboratory will provide the MRO service.
6. Reasonable Suspicion Testing: **This applies to all employees.** Substance abuse testing based on a belief that an employee is using or has used drugs or alcohol in violation of the policy of the Department drawn from specific objective and articulate facts and reasonable inferences drawn from the facts in light of experience. Among other things, the facts and inferences may be based upon, but not limited to, the following:
 - Observable phenomena while at work such as direct observation of

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substance abuse or of the physical symptoms or manifestations or being impaired due to substance abuse.

- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of substance abuse provided by a reliable and credible source.
- Evidence that an individual has tampered with any substance abuse test during his or her employment with the Department.
- Information that an employee has caused or contributed to an accident while at work.
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the premises of the Department or while operating the Department's vehicle, machinery or equipment.

7. Refusal to Submit:

- Unjustified failure to appear for testing or refusal to provide a specimen within three hours of request.
- Attempts to alter or substitute the specimen provided will also be deemed a refusal to undergo testing.
- Refusal to sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.
- A refusal to submit or otherwise participate in testing will be grounds for disciplinary action.

II. **Scope of Testing**

Types of drugs to be tested include cannabinoids (THC), cocaine, amphetamines, opiates, phencyclidine (PCP) and alcohol. The drug and alcohol testing program consists of the following:

- Pre-employment testing
- Random testing
- Reasonable suspicion
- Post accident testing
- Voluntary testing

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SUBJECT: Drug and Alcohol Testing Policy and Procedures	Revised: July 23, 2014

A. Pre-Employment Testing

When pre-employment testing is appropriate, the Division DTA will coordinate applicant testing with the Human Resources Office. The Division DTA and the Division Deputy Director will ensure written consent is received by the applicant in positions requiring a CDL and/or CGL and must request information from all DOT-regulated employers for whom the candidate had worked within the previous two years. Applicants will be notified that they are required to report to a facility at a given date and time and submit to a drug screening test. The division DTA will notify covered applicants of the date and time of the test.

Any applicant shall be disqualified from further consideration for employment, if

1. the applicant refuses to submit to a required drug test; or
2. a confirmed positive drug test indicating drug use prohibited by this policy exists.

B. Random Drug Testing

Covered employees will be randomly selected for testing. The DTA will notify selected employees the morning of the scheduled test, and employees must adjust their personal schedules. If the supervisor verifies that an employee is not available due to an unavoidable work conflict, another employee will be selected. Supervisors will document unavailability of employees for the DTA. Because of the random selection process, some employees may undergo more than one random test in any 12-month cycle.

C. Reasonable Suspicion

If the supervisor of an employee suspects that employee of abusing drugs or alcohol, that supervisor will gather all information and circumstances leading to and supporting this suspicion. This documentation will be provided to the Division Deputy Director, who will advise the Human Resources Director, or his/her designee, and together they will determine whether this employee should be tested.

If an employee is tested for controlled substance use due to reasonable suspicion, he/she may be suspended pending the results of the test.

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The selected employee will be notified in the same manner as in random drug testing.

D. Post-Accident Testing

All covered employees involved in a serious accident must be tested. An individual whose order, action, or omission is determined to have caused or contributed to a serious accident is deemed to be involved in the accident.

Employees covered by Coast Guard regulations must be tested after being involved in a "serious marine accident," which is defined by the Coast Guard. A serious accident for other covered employees will involve property damage, death, or serious bodily injury.

If a federal, state or local law enforcement officer directs an employee to submit to a drug and/or alcohol test at the scene of an accident, it will be the responsibility of the employee to notify his/her supervisor or the Division Deputy Director immediately and provide an incident report.

If an employee is not tested on the scene by law enforcement officials, the employee may be required to submit to drug testing no later than thirty-two (32) hours and/or alcohol testing no later than eight (8) hours after the accident. The Division DTA will be contacted immediately after a serious accident so that specimen collection can be made as soon as possible after the accident.

In the case where an employee is seriously injured and cannot provide a specimen at the time of the accident, he/she must provide the necessary authorization to release information needed to determine the existence of drugs and/or alcohol in his/her system.

The DTA or Division Deputy Director in conjunction with the Human Resources Director will be contacted immediately after an accident under the circumstances described in the above paragraph so that specimen collection can be made as soon as possible after the accident.

Persons involved in serious accidents are prohibited from using alcohol for eight (8) hours after the accident or until tested.

F. Voluntary Testing

Voluntary testing is provided at an employee's request. The employee who wishes to be tested may contact the Division DTA or the Human Resources

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Director or his/her designee to be tested.

III. Collection, Testing and Reporting Procedures

A. Laboratory

The laboratory under contract with the Department will collect the specimen and conduct the drug and alcohol testing. The Division DTA or the Human Resources Office will serve as the primary contacts with the laboratory.

B. Medical Information Disclosure

At the time of collection, the donor will confidentially identify to the laboratory personnel any prescription or non-prescription medication ingested in the past several weeks.

C. Drug and Alcohol Testing

The laboratory will follow drug and alcohol testing and collection procedures that will insure confidentiality, security, and proper specimen identification and test results. If an alcohol concentration is discovered at less than 0.02, the test will be considered negative for the purposes of this policy. The Medical Review Officer at the laboratory will investigate positive test results. After a positive test result with no alternative explanation, the MRO will provide the Human Resources Office a copy of the laboratory report. The Human Resources Director will notify the Division Deputy Director of the results and the Deputy Director will inform the employee in writing of the result within five (5) days and advise the employee of the consequences of such results. An employee who tests positive may request a reanalysis of the specimen by the laboratory. A third analysis may be conducted at the employee's expense.

IV. Record Keeping

The Human Resources Office will be responsible for keeping the results of the lab testing. Results of tests will be kept on file*, but the results of the test will not be disclosed without the prior written consent of the employee except to the MRO and officials

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who need the information to administer this policy or to recommend or carry out disciplinary action.

*The Coast Guard requires records to be kept for five years.

The Division Deputy Director and DTA will provide the Human Resources Office with pre-employment DOT drug and alcohol test results for applicants applying for positions requiring a CDL and/or CGL, even if the applicant was not hired. The Human Resources Office will maintain these records as a part of the vacancy/hiring packet for three (3) years.

V. **Training and Counseling**

The Deputy Director of the Division(s) or the Division DTA will coordinate the training program for supervisors of employees with a job required CGL. Supervisors must be given at least one hour of training on the effects of drug and alcohol use on personal health safety and the work environment, the behavioral indications of drug use/abuse. The DTA is responsible for maintaining the documentation of the training completed by the employees.

The Companion Benefit Alternatives (CBA) is the state employees' counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol and mental health problems that may affect their job responsibilities. Job Retention Services assessment and assistance is also available through the South Carolina Department of Vocational Rehabilitation (SCDVR).

A supervisor may refer an employee to the CBA or to Job Retention Services through SCDVR. The service provider will assess the employee and may provide counseling or refer the employee to a rehabilitation or treatment organization. The supervisor will monitor the progress of employees referred for assessment and/or services both during and after the rehabilitation period.

VI. **Disciplinary Actions**

A. **Regulations**

According to Chapter 33 of Title 46 United States Code, crew members on board a vessel may not perform or attempt to perform any scheduled duties within four (4) hours of consuming alcohol; may not be intoxicated at any

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3. A crew member who refuses to provide a sample should be reported to the nearest Coast Guard Marine Safety/Inspection Office for possible actions against the license and should be removed from duties of safety or navigation operation.

EXHIBIT G

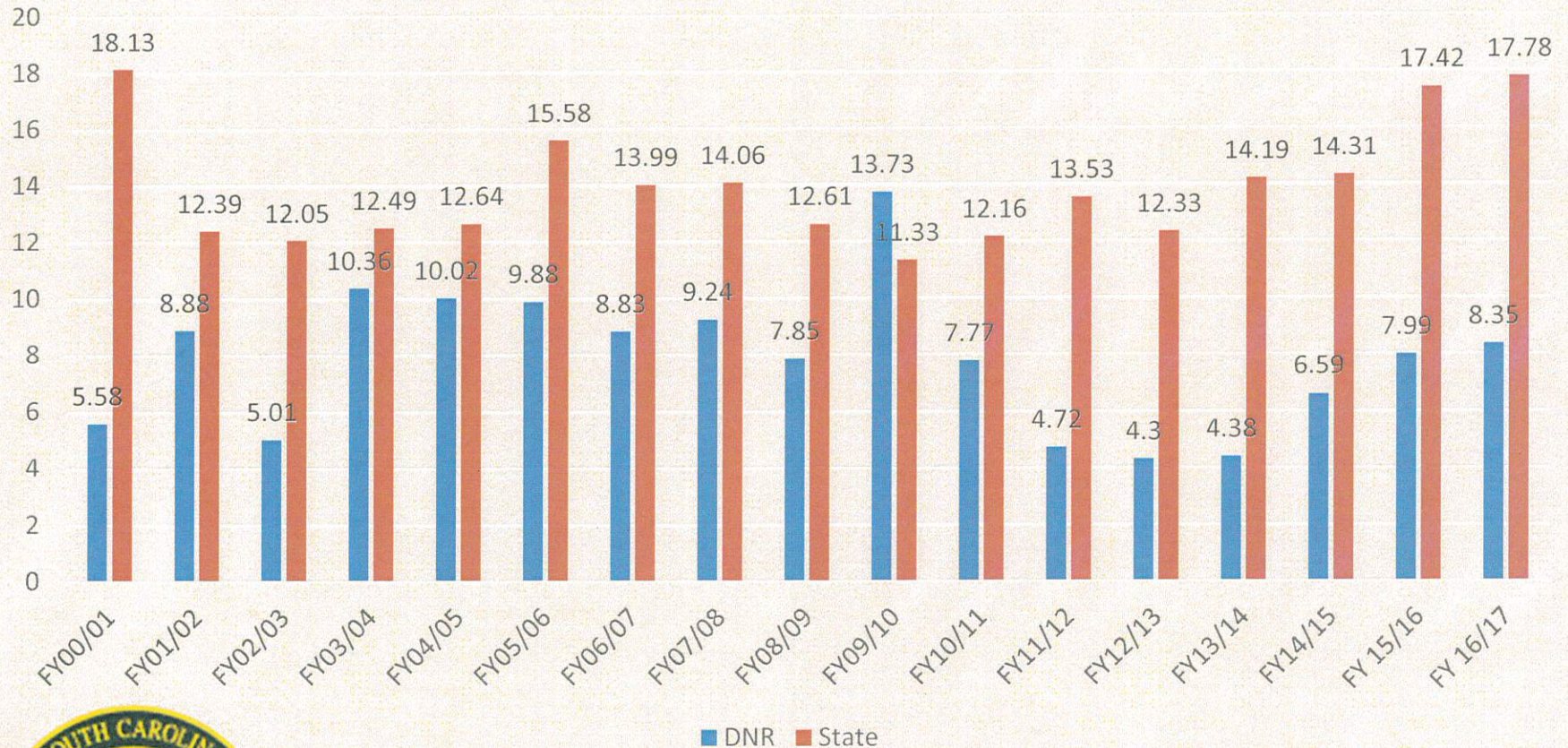
Division	Position Title	Date Initially Vacant	Posted date and notes	Funded or Unfunded	Comments
OSS	FISCAL TECHNICIAN II	5/17/2016	Posted internally 9/15/17-9/22/17	F	In HR
OSS	PROCUREMENT SPECIALIST II	8/2/2015	Req. in HR	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	4/17/2017	Posted externally 4/24/17-5/3/17	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	10/6/2016	Posted externally 4/24/17-5/3/17	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	6/1/2017	Posted externally 4/24/17-5/3/17	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	10/30/2016	Posted externally 4/24/17-5/3/17	F	In HR
OSS	ADMINISTRATIVE ASSISTANT	7/2/2017		F	In Division
OSS	ADMINISTRATIVE ASSISTANT	7/2/2017		F	In Division
OSS	ADMINISTRATIVE SPECIALIST II	9/21/2017	Posted internally 10/6/17-10/13/17	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	7/2/2017	Posted externally 4/24/17-5/3/17	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	7/2/2017	Posted externally 4/24/17-5/3/17	F	In HR
OSS	INFORMATION SYSTEMS/BUSINESS ANALYST II	9/17/2016	Posted externally 6/1/17-6/15/17	F	In HR
OSS	PROGRAM MANAGER II	9/17/2016		F	In Division
OSS	DATABASE ADMINISTRATOR II	9/4/2012	Posted externally 11/8/13-12/2/13. Packet CLOSED to access org structure.	U	In Division
OSS	IT CONSULTANT I	9/17/2016		F	In Division
OSS	IT CONSULTANT I	11/14/2015	Posted externally 5/8/17-5/16/17	F	In HR
OSS	ADMINISTRATIVE COORDINATOR II	6/29/2017		F	In Division
OSS	ADMINISTRATIVE MANAGER I	7/1/2017	Posting prepared.	F	In HR
OSS	ACCOUNTANT/FISCAL ANALYST III	7/8/2017	Posted externally 9/15/17-9/22/17	F	In HR
OSS	FISCAL TECHNICIAN II	11/26/2016	Posted externally 10/6/17-10/13/17	F	In HR
OSS	GRANTS COORDINATOR II	7/1/2017	Posted externally 7/12/17-7/26/17	F	In HR
OSS	GRANTS COORDINATOR II	6/1/2017	Posted internally 6/16/17-6/23/17.	F	In HR
OSS	ACCT/FISCAL ANALYST III	7/2/2017		F	In Division
OSS	GRANTS ADMINISTRATOR I	7/2/2017		F	In Division
OSS	SR. IT CONSULTANT	2/18/2017	Posted internally 3/16/17-3/23/17	F	In HR
OSS	ADMINISTRATIVE SPECIALIST II	7/2/2016		F	In Division
OSS	WILDLIFE BIOLOGIST III	9/17/2016	Posted internally 10/5/17-10/12/17	F	In HR
Exec.	EXECUTIVE ASSISTANT I	9/17/2016		F	In Division
Exec.	ATTORNEY IV	9/17/2016		Partial F	In Division
Exec.	ENG/ASSOC ENG II	1/20/2015	Posted externally 6/8/16-6/20/16	F	In HR
Exec.	ASSISTANT GEODETIC TECH	7/15/2017		F	In Division
Exec.	Associate Geodetic Technician	9/2/2016		F	In Division
Exec.	PUBLIC INFORMATION COORDINATOR II	7/2/2017	Req. received to post	F	In HR
Exec.	PUBLIC INFORMATION DIRECTOR I	9/2/2017		F	In Division
Exec.	RISK MANAGEMENT & COMPLIANCE MANAGER I	10/4/2016	Posted externally 10/6/17-10/13/17	F	In HR
Exec.	DPTY/DIV DIRECTOR-EXEC COMP	9/17/2016		U	In Division
LWC	CLIMATOLOGIST II	4/29/2017	Posted externally 8/3/17-8/24/17	F	In HR
LWC	WILDLIFE BIOLOGIST III	8/13/2016	Posted internally 10/6/17-10/13/17	F	In HR
LWC	GIS ANALYST	8/2/2016	Posted externally 9/1/17-9/25/17	F	In HR
LWC	ARCHAEOLOGIST II	9/17/2015	Posted externally 6/20/17-7/5/17	F	In HR
LWC	ARCHAEOLOGIST II	7/2/2016	Posted externally 7/17/17-7/31/17	F	In HR
LWC	ARCHAEOLOGIST II	7/2/2016	Posted externally 7/17/17-7/31/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	4/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LE OFFICER III	5/2/2016		F	In Division
LE	LAW ENFORCEMENT OFFICER II	8/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	8/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	9/2/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	PRIVATE FIRST CLASS	9/2/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER I	9/17/2016	Posted externally 7/10/17-8/7/17	F	In HR

LE	LAW ENFORCEMENT OFFICER I	9/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER I	9/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER I	9/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	COMMUNICATIONS SPEC II	9/17/2016	Req. in HR	F	In HR
LE	COMMUNICATIONS SPEC II	9/17/2016	Req. in HR	F	In HR
LE	LAW ENFORCEMENT OFFICER I	9/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	9/17/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	10/2/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER I	12/2/2016	Posted externally 7/10/17-8/7/17	F	In HR
LE	COMMUNICATIONS SPEC II	2/1/2017	Req. in HR	F	In HR
LE	LAW ENFORCEMENT OFFICER II	2/2/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	2/17/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II/PFC	3/4/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	LE OFFICER II - PFC	4/4/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II/PFC	4/8/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	PFC - LE OFFICER II	4/14/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	LAW ENFORCEMENT OFFICER II	4/17/2017	Posted externally 7/10/17-8/7/17	F	In HR
LE	COMMUNICATIONS SPEC II	4/17/2017		U	In Division
LE	COMMUNICATIONS SPEC II	5/3/2017	Req. in HR	F	In HR
LE	COMMUNICATIONS SPEC II	5/17/2017		U	In Division
LE	ADMINISTRATIVE ASSISTANT	6/2/2017		F	In Division
LE	PFC - LE OFFICER II	6/2/2017		F	In Division
LE	LAW ENFORCEMENT OFFICER II	7/2/2017		F	In Division
LE	LAW ENFORCEMENT OFFICER III	7/2/2017	Posted internally 10/5/17-10/12/17	F	In HR
LE	PFC- LAW ENFORCEMENT OFFICER II	7/31/2017		F	In Division
LE	LAW ENFORCEMENT OFFICER II	8/1/2017		F	In Division
LE	PFC - LE OFFICER II	8/1/2017		F	In Division
LE	LAW ENFORCEMENT OFFICER II	8/2/2017		F	In Division
LE	INVESTIGATOR IV	8/17/2017	Posted internally 9/15/17-9/22/17	F	In HR
LE	LAW ENFORCEMENT OFFICER III	8/17/2017	Posted internally 9/15/17-9/22/17	F	In HR
LE	SUPPLY SPECIALIST III	9/16/2017	Posted externally 8/9/17-8/16/17	F	In HR
MRD	WILDLIFE BIOLOGIST III	11/16/2016		F	In Division
MRD	NATURAL RESOURCE TECHN III	9/17/2016		F	In Division
MRD	WILDLIFE BIOLOGIST III	7/1/2016	Posted internally 9/29/17-10/6/17	F	In HR
MRD	ADMINISTRATIVE COORDINATOR I	8/9/2016		F	In Division
MRD	GIS MANAGER I	6/17/2017	Posted externally 8/9/17-8/23/17	F	In HR
MRD	BLDG/GROUNDS SPEC III	1/17/2017		F	In Division
MRD	TRADES SPECIALIST IV	3/1/2017		F	In Division
WFF	NATURAL RESOURCE TECHN III	6/1/2017	Posted internally 5/17/17-5/24/17	F	In HR
WFF	ADMINISTRATIVE ASSISTANT	1/1/2017		F	In Division
WFF	WILDLIFE BIOLOGIST III	9/17/2016	Posted externally twice. Two (2) candidates selected declined. Request update to PD and repost externally. Posted 10/19/17- 11/9/17	F	In HR
WFF	WILDLIFE BIOLOGIST IV	6/13/2017	Posted externally 7/31/17-8/21/17	F	In HR
WFF	NATURAL RESOURCE TECHN III	9/16/2017	Posted internally 10/5/17-10/12/17	F	In HR
WFF	NATURAL RESOURCE TECHN II	9/2/2017		F	In Division
WFF	WILDLIFE BIOLOGIST II	6/2/2016	Posted externally 10/5/17-10/19/17	F	In HR
WFF	TRADES SPECIALIST V	6/1/2017	Posted externally 9/28/17-10/12/17	F	In HR
WFF	VEHICLE MAINTENANCE SUPV	10/5/2017		F	In Division
WFF	NATURAL RESOURCE TECH II	8/19/2017	Posted externally 10/5/17-10/19/17	F	In HR
WFF	WILDLIFE BIOLOGIST IV	7/2/2016		F	In Division

Land, Water and Conservation (LWC)	6
Law Enforcement (LE)	38
Marine Resources (MRD)	7
Wildlife and Freshwater Fisheries (WFF)	11
Total	98

EXHIBIT H

DNR and State Turnover



DNR

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DNR Turnover by Reason

Reason	FY14/15	FY 15/16	FY 16/17
Personal	27	31	20
Retirement	10	12	28
Diff. Job/Diff. State Agency	4	5	4
Outside State Gov.	1	5	6
Conduct	1	1	1
Deceased	0	1	0



DNR

Life's Better OUTDOORS

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EXHIBIT I

EXIT INTERVIEW QUESTIONNAIRE

Name _____ Race/Sex _____ Division/Section _____

Job Title _____ Hire Date _____ Last Day of Employment _____

1. Please indicate your reason for leaving:

2. Did you understand the mission of the agency? ☐ Yes ☐ No

3. Did you ever offer suggestions, relate problems, seek advice or request information from management? ☐ Yes ☐ No

4. If yes, was management responsive? ☐ Yes ☐ No

5. Were you kept informed regarding changes in policies, procedures, and practices of the agency? ☐ Yes ☐ No

6. Would you consider returning to work for this agency? ☐ Yes ☐ No

7. Were the duties and responsibilities of your position clearly explained to you? ☐ Yes ☐ No

8. Do you feel you received adequate training to perform your job responsibilities? ☐ Yes ☐ No

9. Check the one that best describes your workload.

Too much for one person ☐

Occasionally heavy, but just about right most of the time ☐

Just right, not really over or under worked ☐

Not enough, did not fully take up my time ☐

.....
Please use the following rating scale in recording your responses in the section below:

..... 1=Excellent 2=Good 3=Fair 4=Poor 5=No Opinion

1) Communication between myself and the supervisor	1	2	3	4	5
2) Relationship with my supervisor	1	2	3	4	5
3) Guidance from my supervisor	1	2	3	4	5
4) Relationship with co-workers	1	2	3	4	5
5) Advancement opportunities	1	2	3	4	5
6) Rate of pay for your job	1	2	3	4	5
7) Cooperation and teamwork	1	2	3	4	5
8) Resolving complaints or problems	1	2	3	4	5
9) Working conditions	1	2	3	4	5
10) EPMS Program	1	2	3	4	5
11) Fair and equal treatment	1	2	3	4	5
12) Agency recognition program	1	2	3	4	5
13) Communication within the Agency	1	2	3	4	5
14) Communication within your Division	1	2	3	4	5
15) Responsiveness of the HR Office	1	2	3	4	5
16) Agency Training Programs	1	2	3	4	5
17) Orientation	1	2	3	4	5
18) State Government Benefits package	1	2	3	4	5

.....
Do you have any suggestions for improving any of the above?

What did you like about your job and the Agency?

What did you dislike about your job and the Agency?

Please provide additional comments or suggestions on the reverse side of this form.

EXHIBIT J

South Carolina Department
of Natural Resources
Internal Communications
Assessment

Submitted by
Caroline Foster
Glenn Gardner
SCDNR

February 1, 2006

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Introduction and Background

The South Carolina Department of Natural Resources is a mid-size state agency with a clear mission: to serve as primary stewards of the state's natural resources. Most DNR employees are well-educated and have a strong sense of the importance of the agency's work. Because of this, a significant percentage of its workforce have been with the agency their entire careers. Many of these longtime employees are poised to retire in the next few years, leaving a deficit of institutional knowledge and a challenge for managers taking the agency into the future. But that large staff turnover won't be the first time the agency has seen the turmoil and confusion of change.

In fact, the agency only became what it is today during the state government restructuring of the early 1990s. Then called the S.C. Wildlife and Marine Resources Department, the agency acquired the Land Resources Commission, Water Resources Commission and Office of the State Geologist. At that time, the agency went from 714.8 FTEs as of 12/31/93 to 815.05 FTEs the following year, taking on widely varying areas of responsibility along with the new employees.

Around 2003, when state government budgets were shrinking and agencies were called upon to tighten their belts, DNR Director John Frampton implemented a cost-saving strategy that called for consolidating offices around the state into four regional offices. Staff from each of the agency's divisions would eventually populate the regional offices, called hubs. This agency restructuring, which compelled employees from the different divisions to be housed and work closely together in each region, also caused some upheaval, and many employees are still adjusting to the new hub system.

Years ago, as long-time agency employees recall, internal communication was not a problem. A small department with a focused mission, this agency had a tightly knit workforce who all felt, and indeed were, included in agency communication. But the rapid growth of the agency through restructuring and the recent move to the hub system have changed the culture of the agency, causing some large-scale communication problems.

Today, most employees report problems in internal communication in the DNR, leading to dysfunctional behaviors such as guarding of information, mistrust of management, and lack of teamwork. As a result, morale problems, duplication of effort, breakdown of interdivisional cooperation, and diminished customer service have become the norm.

Though this is an acknowledged problem, no research had been conducted to establish where the problems lay and suggest some possible solutions until the agency began a new Vision for the Future planning process in 2004. As part of the larger goal to improve agency functions, the planning committee was required to write a specific approach for improvement of internal communications. This research forms the background for that committee's recommendations, which have yet to be formally submitted.

Problem

As a result of large-scale restructuring during the past ten years, including growing by a third and going to a statewide hub system, communication within the DNR began to break down. Results of this breakdown in communication are declining employee morale,

duplication of effort, lack of collaborative work, turfism, declining customer service and mistrust of management.

Research Objectives: To assess DNR's current communication climate--including a close look at communication at three levels within the organization: employee/supervisor, inter- and intra-divisional, and agencywide communication, both upward and downward--and to evaluate the effectiveness of existing and potential formal communication tools for correcting defined problems.

We worked with a number of people in determining that there is, in fact, room for improvement in DNR internal communication and in deciding on the research questions. This was accomplished through informal interviews of key staff and managers throughout the agency. Dr. Hardy Merritt made comments on several questionnaire drafts. It was clear that because there had been no prior research within the agency on this subject, we would need to first make an effort to understand what others had done to learn a logical place to start with our own work. Our research questions focused on internal publics' assessments of the existing communication climate and tools. Though we consulted a number of sources in the development of our questionnaire, including the communications audit methodology recommended by the International Communication Association, we used only a portion of that more lengthy format, choosing instead to keep the instrument short in hopes of increasing response rate. The instrument was designed to give us insight into the current communications climate at the DNR and help us evaluate existing and possible tools for internal communication in the future. The questionnaire was designed to measure communication at three levels: supervisor/employee, intra and

inter divisional, and agencywide, including top down/up. No measurement of interpersonal communications or direct job satisfaction issues were included to limit the project's scope.

Two open-ended questions were included to gather as many suggestions for improving communications breakdowns as possible for consideration in follow up focus groups. These produced 282 written responses, which we sorted into categories, removing the inappropriate or unhelpful comments, which were, thankfully, relatively few. The majority of the comments provided were offered in a positive way in a sincere effort to help.

The research questions were:

Which existing formal communications tools are DNR employees using to get information within the agency and what other means of getting information are they using?

How much do DNR employees rely on the grapevine for information?

How well do DNR employees know the mission of the agency and how their job fits into it?

How do DNR employees feel about access to the information they need and want?

How well does information travel between supervisor and employee, field and main office, and among divisions and sections within divisions?

Literature

The literature on communication functions in government organizations emphasizes that good communication with internal and external customers is

instrumental in the pursuit of excellence. Each reference also addresses the topic as both an issue of great importance in an agency's success and an issue with real problems in most large organizations. Two relevant references for studying the importance and history of internal communication are *Corporate Conversations* (Holtz, 2004) and *Effective Communication: A Local Government Guide* (Wheeler, 1997). Each of these references directly relates the success of an agency organization to good internal communication.

The tools described in each reference for making the internal communication connection overlap and include: spoken words, printed materials, Web sites, and videos. Each describes the various uses and drawbacks of these tools and relates that the most effective medium for a message depends on the audience.

In *Corporate Conversations*, Holtz emphasizes that communication in all of these formats should be seen by upper management as a vital management function in the agency, one that affects everything from product quality to employee retention. Though his book targets private sector businesses, Holtz's message clearly applies to a large government agency, which like a corporation must deal with a number of communication tools targeting varying audiences, including differing internal audiences with differing information needs. Holtz lays out four basic types of employee communication: communication that is required by law (often HR-related), other HR communication (benefits, compensation, career, and social), business communication (how the agency is doing, how employees fit into mission, etc.), and informal communication.

Effective Communication, written by members of the International City/County Management Association, echoes Holtz in his assessment of the importance of internal

communication and provides specific methods for gathering information about an organization's internal communication climate, including the use of employee surveys, focus groups, and informal interviews. The writers mention the Internal Communication Audit instrument created by the International Communication Association in the 1970s, which provides a comprehensive tool for assessing an organization's efforts to communicate with its employees. This, as mentioned by Dr. Lowndes Stephens in his 1998 paper "Improving Communications Climate in a State Mental Health Agency," is an effective tool for measuring an agency's communications climate. However, Stephens and other researchers have pointed out that it is very long and time consuming, and some shorter version of the instrument could be used effectively.

In her CPM project from 1997, Michelle Goins, of PRT, looks specifically at the importance of Work Environment, Content of Information, and Delivery in the success of internal communication efforts and acknowledges that internal communication has been a problem area for many government organizations. Her project focused on devising a strategy for communications improvement based on assessment of current efforts, study of best practices outside the agency, and informal interviews with key staff. Because PRT is similar to DNR in its sprawling structure with field offices all over the state and a main office in Columbia, Goin's work is especially relevant to this project.

Each of these, and many others consulted during the research process, place emphasis on the importance and complexity of internal communications and describe some of its pitfalls and successes in various settings.

Methods

This research was designed in late August as an online survey with follow-up focus groups, a design appropriate when researchers are primarily attempting to describe specific characteristics of a population (Campbell and Stanley 1963). In this case, we set out to describe the opinions, actions and limited demographics of DNR employees regarding internal communication. Internal communication is defined as dissemination of information--including that required by law, business-related, and informal--throughout all levels of the organization.

Through informal interviews of staff, we developed a set of research questions, as stated above, and designed a survey instrument to answer those questions. The instrument was designed using a likert scale for 42 closed-ended questions and also included two open-ended questions. The survey instrument evolved through several drafts and revisions, with input from DNR middle management and from Dr. Hardy Merritt. It was then pretested on a select group of DNR employees and further revised.

The survey instrument was designed to assess communication at three levels within the agency: supervisor-employee communication, intra and inter divisional communication, agencywide communication. It also asked employees to evaluate existing tools and make suggestions for improving communication within the agency.

Upon completion, the survey was administered to all DNR employees who have access to e-mail through SurveyMonkey.com, an online service that allows participants to click on a link provided through e-mail and then proceed through the electronic survey OR print out the survey and return it by mail to the address included in the introduction.

We made every effort to make employees feel comfortable with this format by emphasizing that responses would be returned to SurveyMonkey, a third party, and not directly to us. However, we were contacted a number of times by employees who were reluctant to complete the survey because they feared it would not be anonymous. If we heard from a number of people, we suspect that many others also felt the same and neither contacted us nor completed the survey. Out of 850 surveys sent, both electronically and in hard copy for those in the field who have no Web access, we received 436 responses, a 51% response rate.

In addition, a number of respondents were uncomfortable with the inclusion of demographics, which they believed (correctly) would allow those with access to the full dataset (and a lot of free time) to ferret out individual responses. We perceived no hesitation on the part of our test subjects to fill out these questions, which we included to allow additional analysis of the data. For instance, we wanted to be able, at some point, to look at different groups' responses to certain questions: managers vs. employees, different divisions, field vs. main office. These analyses are beyond the scope of this research but remain options for further research in the future. More specific studies of problem areas revealed in this research also provide opportunities for further investigation.

After the initial e-mail with the SurveyMonkey link, we followed up two weeks later with a reminder e-mail, again including the link. We also placed signs around the Columbia office reminding people to check the e-mail and complete the survey.

Data were gathered by SurveyMonkey and reported out in percents and frequencies. Bar charts for each question were generated by the program and provided for our use.

All data were in hand by the end of September. We used these data to generate a series of questions to use in four focus groups planned in each DNR region (hub) around the state to validate our findings and to clarify some of the suggestions provided in the open-ended questions. Focus group questions, which were provided in advance to all participants, are included in Appendix D.

To ensure each region had opportunity for input, we held focus groups in each of the DNR's four regions. Meetings were populated using a dual approach. We selected one individual from each division from each region, and asked that division directors also select one person in their division for each region. We used this method to ensure that the meetings were not exclusively populated by selections from management (who might puppet the party line) but that individuals who managers knew were interested in these issues and had something to add would be included. We made an effort to include employees working in management positions and non-management positions, as well as males and females, representatives from different sections of the same division, various races, field staff and office staff.

Turnout for meetings was overall very good, but varied depending on the size of the agency's presence in the region. The smallest meeting contained 7 people and the largest, in the main office in Columbia, contained the full 12.

Meetings were conducted based on the agenda and other materials (see appendices B, C, D, G) by a trained facilitator, who introduced each question and kept the discussions on track.

Findings

For supervisor-employee communication, which is defined as daily communication including communication of policy, business, and interpersonal relations, DNR employees gave supervisors pretty good marks. At this level, information needed to do the job, assignment and assessment of work, mission and fit within mission, HR (benefits, salaries, career paths, etc.), procurement and other policy information, is provided. This is the relationship most employees report is preferable to get this type of information, according to a broad array of literature on the subject, and DNR employees reported in the survey that this information exchange is getting accomplished at DNR. (That does not eliminate, however, a high incidence of reporting dependence on the grapevine for information.)

Primary tools available to supervisors for this type of information exchange are staff meetings, other face to face exchanges, emails and memos.

Nearly 50% reported that they *strongly agree* that their supervisor communicates expectations clearly, with only 5% *strongly disagreeing*. 55% report their supervisors encourage open communication. A large percentage, almost 75% *somewhat or strongly agree* their supervisor keeps them well informed about agency and job-related activities. About the same number reported that they trusted their supervisor to communicate the reasons for important decisions.

Marks fell only slightly in assessing the productivity of staff meetings: 70% *somewhat agree or strongly agree* that their supervisor conducts productive meetings. While only 11% *strongly disagree*, the productivity of staff meetings was strongly questioned during follow up focus groups, and many participants of these groups reported their supervisors don't conduct regular staff meetings at all. The potential of staff meetings as good means of communicating relevant, accurate and timely information to employees and in the exchange of information required to conduct business efficiently was brought out during all four focus groups.

Participants were also critical of supervisors' use of the EPMS tool, citing problems with consistency, fairness, clarity of wording and, in some cases, the document's reflection of the actual job duties.

Based on the focus groups findings, most employee-supervisor communication is done face to face in informal situations and through e-mail. Much of the e-mail is material coming to the supervisors from HR or upper management, which supervisors then may choose to pass along or not, as needed. Though some employees reported they are fine with this filtering of information through supervisors, many were uncomfortable not knowing what information was being withheld. Most report their supervisors do give them the information they need, they would prefer to have all available information provided and decided for themselves what is relevant. Problems with adequate dissemination of information also can occur when one supervisor has too many direct supervisees, especially in a field situation or where the supervisor position is vacant.

In several focus groups, discussions explored the idea of who is responsible for getting employees information, ultimately. Some place this on the supervisor and some place it on the employees themselves.

Supervisor-Employee Communication

	Strongly or Somewhat Agree	Strongly or Somewhat Disagree
Communicates expectations clearly	84%	16%
Keeps me informed	76%	24%
Holds productive staff meetings	70%	29%
Communicates reasons for important decisions	73%	27%
Explains disruptions to my work	75%	25%
Encourages open communication	83%	17%
Gives me info needed to do my work	81%	18%

Some evidence of communication breakdown emerges when employees were asked about communication among sections within their own divisions. Though the majority of employees strongly or somewhat agree that there is effective communication within their division, a significant 44% report problems with that level of communication. Only 42% believe they get adequate information about work going on in other sections of their division.

This finding was supported in focus group discussions, in which some employees reported not even knowing all the functions of their own division and not knowing their fellow employees serving in those functions. Focus group participants revealed that in many cases, the result of this lack of knowledge is inefficient operations (smoke stacks), duplication of effort, turfism, declining morale and poor customer service.

Focus group participants agreed that there is a need for more scheduled meetings at the division level in which staff from different sections can interact with each other. These meetings could have a social component as well; however, there was also concern that we could have too many meetings.

Intra-divisional Communication

	Strongly or Somewhat Agree	Strongly or Somewhat Disagree
Effective communication with my division	57%	44%
Adequate info. about work in other sections within my division	42%	58%

Communication among divisions showed more prominent areas of breakdown. It was interesting that 86% of employees reported that their work requires sharing knowledge and information with other divisions, when only 64% report sharing knowledge and information with other divisions. Again, the issue of turfism appears, and according to focus group discussions, hoarding of information is often a problem.

Though focus group participants did name some examples of interdivisional cooperation, in most cases, each division functions as a separate entity under the broad DNR organization. Many people report that this feeling of working in isolation and even in competition with fellow DNR employees became acute when the agency began to grow during state government restructuring in the early 1990. The nature of the agency changed from small enough for everyone to know everyone else to large and diverse in nature. Employees clearly regret the loss of the close-knit feeling of community, and the

result is that employees don't see how individual roles mesh with others to accomplish the mission of the agency.

Inter-divisional Communication

	Strongly or Somewhat Agree	Strongly or Somewhat Disagree
My work requires sharing knowledge and information with other Divisions	86%	14%
My division shares knowledge and info with other divisions	64%	37%
My work is improved by information from other divisions	84%	16%

Communication between main office in Columbia and the field is a problem with much history in DNR, and recent office closings and a shift to the statewide hub system have further exacerbated the problem.

Survey statistics show this hub system is not working well at this time: 44% strongly or somewhat disagree that there is effective communication among divisions within the hub and 58% strongly or somewhat disagree that there is effective communication between the field and main offices. However, focus groups revealed more positive findings. Hubs are, indeed, providing opportunities for interdivisional interaction as well as establishing a more thorough DNR presence in individual regions. Because of the relative newness of this system, there is ongoing clarification of the channels of communication within hubs and between hubs and Columbia.

Part of this clarification process is working out the business of how the hubs are to function in relation to IT, procurement, marketing/PR, outreach/education, communication with local legislators. These things are still being worked out, and this

was determined to be a communication problem only in that hubs have not been told clearly what their purpose is.

Some field employees working out of regional hubs expressed problems with the we/they mentality between Columbia and the field offices. This mindset can be interpreted as a power struggle, with basic information providing power.

Still many employees provided examples of ways divisions can and are beginning to work together in the hubs, and though there is clearly frustration with the new system, there is also hope.

Columbia/Field/Hubs Communication

	Strongly or Somewhat Agree	Strongly or Somewhat disagree
Effective communication between field and Columbia	42%	58%
Effective communication among divisions within my hub	57%	44%
Effective channels for communication among hubs	56%	45%

Agencywide communication, including the kind of exchanges of information that go to and from the directors office, HR, Legal, and other, is another area to look at for opportunities for improvement. The majority of employees (59%) *strongly or somewhat disagree* that the downward flow of information in the agency is adequate. Focus groups clarified this as a general desire to know what the large issues of the agency are, what the director is doing about them, and how these issues are relevant to them. Though most employees feel they are well informed by the agency (56%), the sense of secrecy around the “third floor” issues remains and fosters a lack of trust of upper management.

Because the survey was administered immediately after the completion of the agency's new Vision for the Future document, which was distributed by mail to all employees, data show high levels of understanding of the agency's mission (88%) and new Vision for the Future (83%).

The question of whether upper management is listening showed employees' believe there is a problem with the upward flow of information in the agency: 58% *disagree or strongly disagree* that upper management at DNR listens, and focus groups support that finding. A majority, 65%, does not believe the agency has good channels of communication established to encourage employee feedback. In fact, much discussion in the focus groups centered around this issue in two ways: First, some people have access and some don't. Communication with upper management often depends on personal relationships, with long time employees, even non-managers, having better access to managers at the deputy director and director level because they have "known them for years." This results in some employees feeling cut off from access to upper management, especially those in the field, who have a real need to communicate to management about "what's really going on in the field." The sense is that, even in cases where managers have field experience, once they get far away from that in their careers, they forget the reality of field work..

Second comes the idea that much of the mistrust of management in the agency would be alleviated if the deputies and director worked to establish initially strong relationships with employees in the field and in lower level jobs. If there was this rapport, employees would trust that not only were the communications coming from management were accurate but also they were complete.

Agencywide/Director's Office

	Strongly or Somewhat Agree	Strongly or Somewhat Disagree
Downward flow of information is adequate	41%	59%
Org. keeps employees well informed	56%	34%
Org.' goals are communicated clearly	76%	25%
Vision communicated effectively	83%	18%
Mission communicated effectively	88%	12%
Provides opportunities for training on communication	60%	40%
Want additional information on customers/constituents	77%	23%
Upper mgt. listens as well as talks	42%	58%
Get sufficient information about the agency's products and services	64%	36%
Want more information about employee activities/news	88%	12%
Have opportunities to learn more about other areas of the agency	64%	36%
Agency has good channels of communication tat stimulate employee feedback	35%	65%
Given information I need to do my job	80%	21%

Existing tools as well as possible additions to the agency's internal communications toolbox were evaluated in the survey. Overwhelmingly employees said existing communication tools are accurate (92%), and each tool fared relatively well in individual evaluations of effectiveness. For this survey, employees rated the pop server and the grapevine highest, with 79% agreeing or strongly agreeing that the pop server is effective in providing information to employees and 85% reporting dependence on the grapevine for information. Many suggestions were in some way related to making the pop server more robust and pushing it more to employees.

Most existing tools within the agency are well-used, and a majority of staff use each of the following tools for some type of information. See Appendix E, question 32 for a chart showing how often employees use each of the existing internal communications tools.

Many of the responses to the open-ended questions provided evaluations of existing tools and suggestions for improving them and for new ones. Focus groups on several occasions brought out the issue of time as related to the gathering of information through existing tools. Some employees feel that one comprehensive outlet for information would save time by preventing the need to read additional sources of information, which may be repetitive. However, the need to acknowledge various internal audiences and provide appropriate communication to meet their various needs was not considered.

Everyone in the agency has an e-mail address, and most employees feel that e-mail is an easy, quick, inexpensive way to communicate within the agency. Though some people do not have access to computers and some do not know how to use e-mail, those groups are small and should not prevent the ongoing widespread use of e-mail for distribution of information.

An employee newsletter, in electronic form, but downloadable and printable for those who prefer it, or perhaps with limited hard copy distribution was well received (83% liked the idea), though discussion in focus groups surrounded the time investment involved and staffing issues. Most agreed that this should be centered in HR in partnership with IT. Still, widespread input from divisions would be necessary to make

this a valuable tool, and it would be a difficult task for a small HR office to accomplish alone.

Literature on this subject indicates not only that internal communication using formal channels needs to be done but that it needs to be done well. Any efforts to produce communication products for internal use would be discounted if the product was sloppy, lacked substantive information, was filled with errors or difficult to read. In *Corporate Conversations*, the author reminds internal communicators that the material must be compelling, understandable, and credible, as well as timely, relevant and accurate.

Tools

	Strongly or Somewhat Agree	Strongly or Somewhat Disagree
SCW is effective in providing information to employees	70%	30%
News release packet is effective in providing information to employees	74%	25%
Pop Server is effective in providing information to employees	79%	21%
Weekly staff meetings are effective in providing information to employees	63%	36%
A newsletter would be effective in providing information to employees	83%	17%
I depend on the grapevine for information about the agency	85%	16%
The communication tools in DNR are accurate	92%	8%

Recommendations and Measurements

For Top-Down Communications

1. Deputy Directors pass along all minutes from DNR Board meetings and Division Director meetings by e-mail or hard copy, as needed. These should be passed to all DNR and marked as optional reading, while required reading should be marked as high priority. This will make information available while helping busy employees sort out the “need to know” from the “additional” information.

Measurement: Board and Division Director meeting minutes available to all DNR employees within a one-month period for Board minutes and a two-week period for Division Director minutes.

2. Upper Management set up opportunities to interact with staff to establish trust. This should include division directors and director and could be as informal as walking around and hitting different sections in the Columbia office. This activity helps with the need of employees to feel “in-the-know” and cuts down on erroneous information being passed along the grapevine.

Measurement: Upper management sets up a schedule of regular field visits and meetings with sections on a rotating basis. Managers are more visible in staff offices.

3. Director (or chief of staff) undertakes regular written communication (letter from the director) with all staff through available outlets, including e-mail and electronic newsletter, if available. This communication could include answers to What are the issues the agency is facing now and what I am doing about them. This provides employees a peek into the big picture, which many felt was important for doing their jobs well.

Measurement: Director sends out a letter from the director on a regular schedule, either by e-mail or by electronic newsletter, or both. (One example might be to keep employees informed as the agency meets or makes progress toward individual goals laid out in the Vision for the Future document.)

4. Supervisors hold weekly staff meetings that accommodate schedules to keep all employees working from the same page and informed of agency information, including information passed to supervisor by division director during weekly division staff meetings.

Measurement: Supervisors make a regular schedule for weekly staff meetings and require all employees to be present.

5. Supervisors are offered regular training on use of EPMS documents and provided follow-up support from HR.

Measurement: Make sure that all supervisors have gone through EPMS training, including additional training when changes are made to the EPMS process. HR schedules EPMS training on a regular timetable to accommodate new hires and promotions. HR maintains an EPMS specialist on staff.

Bottom-Up Communications

1. Again, this can be addressed by additional access to upper management by staff on a regular basis. In addition to walking around and informal visits for the purpose of listening to staff, division directors could schedule "Open Door" times during which they are available to hear employees' ideas, problems, etc.

Measurement: Division directors walk around and visit on a regular basis and monthly Open Door listening opportunities are scheduled.

2. Electronic Bulletin Board will provide employees opportunities to comment and provide feedback on agency issues.

Measurement: An electronic bulletin board is available to all staff via the intranet, either independent of or within an electronic newsletter.

Lateral Communications

1. Divisions establish computer access stations where available, including NRCS offices, hub offices, and county offices as needed to provide all DNR staff a convenient place to send and receive e-mail via the DNR pop server.

Measurement: An all-DNR test e-mail is sent requiring a response from every person, and all responses are received. (Every field staff person has a reasonably convenient place to check e-mail.)

2. Hub coordinators make all hub meeting minutes available to all DNR via intranet or e-mail and hard copy, as needed.

Measurement: hub minutes are available to all DNR.

3. Create a DNR communications committee with each division represented to plan and collect content from Divisions for electronic newsletter.

Measurement: Committee formed by division directors and meeting schedule established.

4. Electronic newsletter layout assigned to graphics with support from IT.

Measurement: electronic newsletter is in Graphics queue, recurring monthly. Newsletter is posted on intranet each month by IT.

5. All new employees receive a week-long training period in which they are introduced to the various work of the DNR and the people doing it. Contact info is sent with them.

Measurement: New employee training schedule is developed by HR and time set to launch.

6. All new employees are introduced to DNR staff via e-mail and walking around, including name, job, contact info.

Measurement: New hires are given introduction by supervisors within 2 weeks of starting work.

7. Electronic Employee Guide created and posted on intranet, to include all employees' photograph, job title/duties, contact information, area of expertise.

Measurement: New employee guide available on intranet and updated quarterly by HR/IT.

8. Bolster intranet to make it more interesting and useful for all employees (IT).

Measurement: Employees surveyed through SurveyMonkey respond that improvements to the intranet have been made.

9. Efforts by division directors to break down communications barriers both with division and among divisions by scheduled information-sharing meetings with social components that allow for interaction.

Measurement: Intra-divisional and inter-divisional staff meetings planned for near term. These will not have to be on-going once staff become more familiar with other sections/divisions.

Conclusions

Historically a close-knit group, DNR experienced rapid growth and change during government restructuring a decade ago. With growing numbers and rapid expansion around the state, the agency's staff could no longer logistically enjoy the same close ties it once had.

Managers should keep this history in mind when planning ways to improve internal communication problems. A lot of the problems people report in this area arise from the loss of close social contact and the small-group feeling. In truth, employees in general are getting the information they need to do their jobs. It's the feeling of being included, on the inside, being in-the-know that they are not getting. While there are places in which internal communications do break down, good efforts are already being made to improve these problem areas, including the restructuring of the agency into hubs, which by design should provide for better interdivisional communications by housing staff from each division together in locations around the state.

Another outstanding effort to get people on the same page and moving ahead together is the Vision for the Future document. Though long-timers have seen this type of process wash out many times, the product of this effort is a concise, reader-friendly document prepared with substance by select staff from every division and presented in an appealing colorful format. It is undoubtedly the reason so many employees report a strong knowledge of the agency's vision and mission.

The implementation for that vision has been hammered out by committees formed from employees at all levels and from all divisions, each headed by a deputy director.

One goal under this broad vision is to improve agency functions, and a number of the strategies for achievement of that goal (beyond the strategy that directly addresses communications problems, for which this research was primarily undertaken) include some form of communication process improvement. Thus communication issues are on the radar screen, acknowledged and being addressed.

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Appendices

Appendix A

DNR Internal Communications Climate Survey

Why Reply?

Dear Fellow DNR Employee,

Thank you for taking a few minutes to provide your thoughts on how well we communicate with each other within the DNR and how we can improve our internal communications.

You should have no trouble making your way through the survey. If you do have trouble, please let us know! Call Caroline Foster at (803) 734-3967 or Glenn Gardner at (803) 734-3908.

All answers will be confidential and examined only as part of all responses, so please be honest.

The data collected here will be analyzed and used to generate a report that we hope will do two important things: help us communicate better as an agency...and help US graduate from the Certified Public Manager program!

We would like to have all responses back by September 30, so please fill out the survey and submit it any time before that date. We will share the results with our DNR coworkers as soon as we have them available.

Regards,

Caroline Foster
Glenn Gardner

Return completed surveys to:

Caroline Foster/Glenn Gardner
SCDNR Survey
P.O. Box 167
Columbia, SC 29202

The Survey

1. My supervisor communicates expectations clearly.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
2. My supervisor keeps me well-informed about the agency and job-related activities.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
3. My supervisor holds productive staff meetings.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
4. My supervisor communicates the reasons for important decisions to me and/or my work group.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
5. My supervisor explains the reasons for disruptions in my work.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
6. My supervisor encourages open communication.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
7. My supervisor gives me the information I need to do a good job.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
8. There is effective communication among members of my division.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
9. I have adequate information about what is going on in other sections within my division.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
10. My work requires sharing knowledge and information within my division.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree
11. I get adequate information about what goes on in other divisions.
☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

12. My division shares knowledge and information with other divisions.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

13. My work could be improved by information from other divisions.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

14. There is effective communication between the field offices and the Columbia office.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

15. There is effective communication among the divisions in my hub.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

16. There are effective channels established for communication among hub offices.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

17. The downward flow of information is adequate in this agency.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

18. This organization generally tries to keep employees well-informed.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

19. The goals of this agency are clearly explained.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

20. This agency's Vision for the Future has been communicated effectively to me.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

21. The mission statement of this agency has been adequately communicated to me.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

22. This agency provides opportunities for training on communication topics.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

23. I would like additional information about our agency's customers/constituents.
___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

24. DNR's upper management listens as well as talks.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

25. The South Carolina Wildlife magazine is an effective means of providing information to employees.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

26. The DNR's news release packet distributed by e-mail is an effective means of providing information to employees.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

27. The POP server is an effective means of providing information to employees.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

28. Weekly staff meetings are an effective means of communicating with employees.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

29. For a time, the DNR published an internal newsletter called the Natural News. Reestablishing an internal newsletter would be an effective means of providing information to employees.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

30. I depend on the "grapevine" (informal chatting with coworkers) for agency information.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

31. In this agency, formal communications, such as the POP server, e-mail, news releases, SCW magazine, SC Wildlife TV and monthly reports are ACCURATE.

☐ Strongly disagree ☐ Somewhat disagree ☐ Somewhat agree ☐ Strongly agree

32. How useful are the following communication tools within the agency?

	Very Useful	Useful	Somewhat Useful	Not Useful	Don't Use
South Carolina Wildlife Magazine					
Coast Watch Newsletter					
Jocassee Journal					

(Continued)	Very Useful	Useful	Somewhat Useful	Not Useful	Don't Use
DNR News Release Packet					
DNR POP Server					
DNR Web site					

33. I get sufficient information about this agency's products and services.
 ___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

34. I would like additional information about employee activities/news.
 ___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

35. I am given the opportunity to learn about other areas of this agency.
 ___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

36. This agency has good channels of communication that stimulate employee feedback.
 ___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

37. I am given the information I need to do my job.
 ___ Strongly disagree ___ Somewhat disagree ___ Somewhat agree ___ Strongly agree

38. If you could suggest one way to improve DNR internal communications, what would it be? (Use other side if you need additional space.)

39. Please share any other thoughts you have about communication within the DNR. (Use other side if you need additional space.)

This section is for statistical purposes only and will be used to study how different groups of employees view communication within DNR.

44. What is your age?
- _____ Under 20 years of age
 - _____ 21 to 30 years of age
 - _____ 31 to 40 years of age
 - _____ 41 to 50 years of age
 - _____ Over 50 years of age

45. What is your sex?

- ☐ Male
☐ Female

46. What is your highest level of education?

- ☐ Some high school
☐ High school diploma
☐ Some college
☐ Two-year college
☐ Four-year college
☐ Graduate or professional degree

47. Do you work:

- ☐ Full time
☐ Part time
☐ Temporary full time
☐ Temporary part time
☐ Other (please specify)
-

48. What is your division?

- ☐ Executive
☐ Land, Water and Conservation
☐ Law Enforcement
☐ Outreach and Support Services
☐ Marine Resources
☐ Wildlife and Freshwater Fisheries

49. How long have you worked for this agency?

- ☐ Less than 1 year
- ☐ 1 to 5 years
- ☐ 6 to 10 years
- ☐ 11 to 15 years
- ☐ More than 15 years

50. What is your position in this agency?

- ☐ I don't supervise anybody
- ☐ First-line supervisor
- ☐ Middle management
- ☐ Top management
- ☐ Other (please specify)

Thank you for taking the time to complete this survey. The results will be used to evaluate communication channels within the DNR as part of the agency's new Vision for the Future document.

We appreciate your contributions.

Appendix B

Focus Group Agenda

- I. Welcome
- II. Introductions
- III. Review of ground rules (See posted.)
- IV. Review of the goal of the meeting: discuss some findings revealed in the recent survey and evaluate a list of suggestions condensed from the recent survey.
- V. Questions and answers
- VI. Wrap up

Appendix C

Suggestions for Improving Internal Communications (provided by DNR Employees)

- E-mail access for everyone
- Regular staff meetings
- Make intranet more robust
- Bring back Natural News or some other form of paper newsletter
- Electronic newsletter
- Electronic bulletin board
- Brown bag lunch: internal presentations
- Better use of EPMS to communicate expectations
- Develop more avenues of input from employees
- Pick a primary source for internal communications and make it comprehensive
- Offer new employees a 1-2 week orientation in the agency in which they are introduced to key people in each division and their work
- Electronic employee manual with photos, name, job title, areas of expertise and contact information.
- Distribution of minutes from DNR Board meetings and deputy directors' meetings

Appendix D

The discussion topics below are based on information gathered in the recent survey.

1. We learned in the survey that field personnel feel a distinct disconnect with personnel and happenings in the Columbia office.

--Is this a problem, as you see it? Is this a new problem or one that has a lot of history?

--If so, how can we work toward correcting the communication gap between the Columbia office and employees who work primarily in the field without adding staff or additional resources?

--Who would be responsible for making this happen?

--What is a reasonable timetable for this?

2. We learned in the survey that there's a perception within the agency that information doesn't flow well either from or to the director's and/or deputy directors' offices.

--Is this a problem, as you see it? Is this a new problem or old problem?

--If so, how can we work toward improving flow of information to and from upper management?

--Do you know of any companies or governmental organizations that you feel are doing a good job in this area and what are they doing?

--What specific information should be included in communication from the third floor?

3. We learned in the survey that while employees place high importance on the sharing of information among sections and divisions, many admit they are not sure what other sections within their division and/or other divisions within the agency are doing.

--Is this a problem, as you see it?

--If so, how can we work toward improving intra-divisional and interdivisional communication within DNR (help people learn what others in the agency are doing)?

--Are there examples in the agency now that are working to help with this communication problem?

4. DNR employees offered a great many suggestions in the survey's open-ended question, which asked, "If you could make one suggestion for improving DNR's internal communication, what would it be?" You have a condensed list with your meeting materials.

--Are there suggestions you'd like to add to this list?

--Let's take a look at each of these suggestions: will this work? Is it do-able without significant additional staff or resources? Who would be responsible for doing it?

Appendix E

Survey Data





1. My supervisor communicates expectations clearly.			
		Response Percent	Response Total
Strongly disagree	████	5.7%	25
Somewhat disagree	██████	10.3%	45
Somewhat agree	████████████████████	37.8%	165
Strongly agree	████████████████████████████	46.2%	202
Total Respondents			437
(skipped this question)			4





2. My supervisor keeps me well-informed about the agency and job-related activities.			
		Response Percent	Response Total
Strongly disagree	████	7.1%	31
Somewhat disagree	██████	17.4%	76
Somewhat agree	████████████████████	34.8%	179
Strongly agree	████████████████████████	36.8%	161
Total Respondents			439
(skipped this question)			3





3. My supervisor holds productive staff meetings.			
		Response Percent	Response Total
Strongly disagree	██████	11.2%	48
Somewhat disagree	██████	18%	77
Somewhat agree	████████████████████	41.4%	177
Strongly agree	████████████████████████	29.4%	126
Total Respondents			428
(skipped this question)			19





4. My supervisor communicates the reasons for important decisions to me and/or my work group.			
		Response Percent	Response Total
Strongly disagree	████	8.3%	36
Somewhat disagree	██████	18.7%	81
Somewhat agree	████████████████████	34.8%	151
Strongly agree	████████████████████████	38.2%	166
Total Respondents			434
(skipped this question)			7





5. My supervisor explains the reasons for disruptions in my work.			
		Response Percent	Response Total
Strongly disagree	████	7.1%	30
Somewhat disagree	██████	18.1%	77
Somewhat agree	████████████████████	41.2%	175
Strongly agree	████████████████████████	33.6%	143
Total Respondents			425
(skipped this question)			16





6. My supervisor encourages open communication.			
		Response Percent	Response Total
Strongly disagree		7%	30
Somewhat disagree		9.6%	41
Somewhat agree		28.1%	120
Strongly agree		55.3%	236
Total Respondents			427
(skipped this question)			14





7. My supervisor gives me the information I need to do a good job.			
		Response Percent	Response Total
Strongly disagree		7.2%	31
Somewhat disagree		11.3%	49
Somewhat agree		37.3%	161
Strongly agree		44.2%	191
Total Respondents			432
(skipped this question)			9





8. There is effective communication among members of my division.			
		Response Percent	Response Total
Strongly disagree		17.6%	76
Somewhat disagree		25.5%	110
Somewhat agree		43.4%	187
Strongly agree		13.5%	58
Total Respondents			431
(skipped this question)			10





9. I have adequate information about what is going on in other sections within my division.			
		Response Percent	Response Total
Strongly disagree		24.9%	108
Somewhat disagree		32.6%	141
Somewhat agree		35.1%	152
Strongly agree		7.4%	32
Total Respondents			433
(skipped this question)			8





10. My work requires sharing knowledge and information within my division.			
		Response Percent	Response Total
Strongly disagree		2.3%	10
Somewhat disagree		11.8%	51
Somewhat agree		43.2%	187
Strongly agree		42.7%	185
Total Respondents			433
(skipped this question)			8





11. I get adequate information about what goes on in other divisions.			
		Response Percent	Response Total
Strongly disagree		29.8%	129
Somewhat disagree		40.4%	175
Somewhat agree		25.9%	112
Strongly agree		3.9%	17
Total Respondents			433
(skipped this question)			8





12. My division shares knowledge and information with other divisions.			
		Response Percent	Response Total
Strongly disagree		6.7%	27
Somewhat disagree		29.6%	120
Somewhat agree		51.7%	210
Strongly agree		12.1%	49
Total Respondents			406
(skipped this question)			35





13. My work could be improved by information from other divisions.			
		Response Percent	Response Total
Strongly disagree		2.3%	10
Somewhat disagree		13.6%	58
Somewhat agree		54.2%	232
Strongly agree		29.9%	128
Total Respondents			428
(skipped this question)			13





14. There is effective communication between the field offices and the Columbia office.			
		Response Percent	Response Total
Strongly disagree		26%	107
Somewhat disagree		32.3%	133
Somewhat agree		36.7%	151
Strongly agree		5.1%	21
Total Respondents			412
(skipped this question)			29





15. There is effective communication among the divisions within my hub.			
		Response Percent	Response Total
Strongly disagree		9.8%	39
Somewhat disagree		33.6%	133
Somewhat agree		47.7%	189
Strongly agree		8.8%	35
Total Respondents			396
(skipped this question)			45





16. There are effective channels established for communication among hub offices.			
		Response Percent	Response Total
Strongly disagree		9.7%	36
Somewhat disagree		34.4%	128
Somewhat agree		48.4%	180
Strongly agree		7.5%	28
Total Respondents			372
(skipped this question)			66





17. The downward flow of information is adequate in this agency.			
		Response Percent	Response Total
Strongly disagree		24%	103
Somewhat disagree		35.2%	151
Somewhat agree		35.7%	153
Strongly agree		5.1%	22
Total Respondents			429
(skipped this question)			12


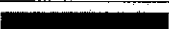


18. This organization generally tries to keep employees well-informed.			
		Response Percent	Response Total
Strongly disagree		18.6%	80
Somewhat disagree		25.3%	109
Somewhat agree		46%	198
Strongly agree		10%	43
Total Respondents			430
(skipped this question)			11





19. The goals of this organization are clearly explained.			
		Response Percent	Response Total
Strongly disagree		6%	26
Somewhat disagree		18.7%	81
Somewhat agree		53.8%	233
Strongly agree		21.5%	93
Total Respondents			433
(skipped this question)			8





20. This agency's Vision for the Future has been communicated effectively to me.			
		Response Percent	Response Total
Strongly disagree		4.6%	20
Somewhat disagree		12.7%	55
Somewhat agree		58.8%	250
Strongly agree		31.9%	138
Total Respondents			433
(skipped this question)			8





21. The mission statement of this agency has been adequately communicated to me.			
		Response Percent	Response Total
Strongly disagree		1.9%	8
Somewhat disagree		9.8%	42
Somewhat agree		51.2%	220
Strongly agree		37.2%	160
Total Respondents			430
(skipped this question)			11





22. This agency provides opportunities for training on communication topics.			
		Response Percent	Response Total
Strongly disagree		11.7%	50
Somewhat disagree		27.9%	119
Somewhat agree		48.2%	206
Strongly agree		12.2%	52
Total Respondents			427
(skipped this question)			14





24. DNR's upper management listens as well as talks.			
		Response Percent	Response Total
Strongly disagree		28.7%	122
Somewhat disagree		29.4%	125
Somewhat agree		31.8%	135
Strongly agree		10.1%	43
Total Respondents			425
(skipped this question)			16





25. The South Carolina Wildlife magazine is an effective means of providing information to employees.			
		Response Percent	Response Total
Strongly disagree		7.2%	31
Somewhat disagree		23.1%	99
Somewhat agree		40.9%	175
Strongly agree		28.7%	123
Total Respondents			428
(skipped this question)			13





26. The DNR's news release packet distributed by e-mail is an effective means of providing information to employees.			
		Response Percent	Response Total
Strongly disagree		8.2%	35
Somewhat disagree		17.6%	75
Somewhat agree		49.1%	209
Strongly agree		25.1%	107
Total Respondents			426
(skipped this question)			13

27. The POP server is an effective means of providing information to employees.			
		Response Percent	Response Total
Strongly disagree		7.3%	31
Somewhat disagree		13.7%	58
Somewhat agree		51.1%	216
Strongly agree		27.9%	118
Total Respondents			423
(skipped this question)			18





28. Weekly staff meetings are an effective means of communicating with employees.			
		Response Percent	Response Total
Strongly disagree		11.4%	48
Somewhat disagree		25.2%	106
Somewhat agree		40.2%	169
Strongly agree		23.1%	97
Total Respondents			420
(skipped this question)			21





29. For a time, the DNR published an internal newsletter called the Natural News. Reestablishing an internal newsletter would be an effective means of providing information to employees.			
		Response Percent	Response Total
Strongly disagree		3.3%	14
Somewhat disagree		13.8%	59
Somewhat agree		48.6%	207
Strongly agree		34.3%	146
Total Respondents			426
(skipped this question)			15





30. I depend on the "grapevine" (informal chatting with coworkers) for agency information.			
		Response Percent	Response Total
Strongly disagree		4.8%	21
Somewhat disagree		11.1%	48
Somewhat agree		44.9%	195
Strongly agree		39.2%	170
Total Respondents			434
(skipped this question)			7





31. In this agency, formal communications, such as the POP server, e-mail, news releases, SCW magazine, SC Wildlife TV and monthly reports are ACCURATE.			
		Response Percent	Response Total
Strongly disagree		2.1%	9
Somewhat disagree		5.7%	24
Somewhat agree		63%	264
Strongly agree		29.1%	122
Total Respondents			419
(skipped this question)			22





	Very useful	Useful	Somewhat useful	Not useful	Do not use this tool	Response Average
South Carolina Wildlife magazine	28% (123)	31% (134)	28% (123)	8% (35)	4% (17)	2.17
Coast Watch newsletter	10% (41)	14% (61)	19% (81)	8% (35)	48% (203)	2.50
Jocassee Journal	7% (28)	14% (58)	16% (69)	6% (26)	57% (240)	2.51
DNR News Release packet	16% (67)	31% (133)	27% (113)	5% (21)	22% (92)	2.26
DNR POP server	26% (111)	32% (135)	23% (98)	3% (13)	15% (64)	2.04
DNR Web site	29% (125)	31% (132)	23% (100)	7% (29)	10% (41)	2.09
Total Respondents						428
(skipped this question)						8

33. I get sufficient information about this agency's products and services.			
		Response Percent	Response Total
Strongly disagree		6.3%	27
Somewhat disagree		30%	129
Somewhat agree		55.6%	239
Strongly agree		8.1%	35
Total Respondents			430
(skipped this question)			11

34. I would like additional information about employee activities/news.			
		Response Percent	Response Total
Strongly disagree		1.7%	7
Somewhat disagree		10.4%	44
Somewhat agree		51.9%	220
Strongly agree		36.1%	153
Total Respondents			424
(skipped this question)			17

35. I am given the opportunity to learn about other areas of this agency.			
		Response Percent	Response Total
Strongly disagree		14.1%	60
Somewhat disagree		36.9%	157
Somewhat agree		40%	170
Strongly agree		8.9%	38
Total Respondents			425
(skipped this question)			16

36. This agency has good channels of communication that stimulate employee feedback.			
		Response Percent	Response Total
Strongly disagree		29.1%	124
Somewhat disagree		35.9%	153
Somewhat agree		30.3%	129
Strongly agree		4.7%	20
Total Respondents			426
(skipped this question)			15

37. I am given the information I need to do my job.			
		Response Percent	Response Total
Strongly disagree		2.6%	11
Somewhat disagree		17.5%	75
Somewhat agree		54%	231
Strongly agree		25.9%	111
Total Respondents			428
(skipped this question)			13

38. If you could suggest one way to improve DNR internal communications, what would it be?			
View Total Respondents			176
(skipped this question)			269

39. Please share any other thoughts you have about communication within the DNR.		
	View Total Respondents	186
	(skipped this question)	330

40. What is your age?			
		Response Percent	Response Total
Under 20 years of age		0%	0
21 to 30 years of age		12.2%	50
31 to 40 years of age		29.4%	121
41 to 50 years of age		32.6%	134
Over 50 years of age		25.8%	106
Total Respondents			411
(skipped this question)			26


41. What is your sex?			
		Response Percent	Response Total
Male		66.3%	267
Female		33.7%	136
Total Respondents			403
(skipped this question)			34

42. What is your highest level of formal education?			
		Response Percent	Response Total
Some high school		1%	4
High school diploma		9.6%	39
Some college		12.6%	51
Two-year college		12.3%	50
Four-year college		35.2%	143
Graduate or professional degree		29.3%	119
Total Respondents			486
(skipped this question)			31

43. Do you work:			
		Response Percent	Response Total
Full time		94.4%	389
Part time		0.5%	2
Temporary full time		4.1%	17
Temporary part time		0.7%	3
Other (please specify)		0.2%	1
Total Respondents			412
(skipped this question)			25

44. What is your division?			
		Response Percent	Response Total
Executive		2.5%	10
Land, Water and Conservation		9.9%	40
Law Enforcement		33%	133
Outreach and Support Services		14.6%	59
Marine Resources		20.1%	81
Wildlife and Freshwater Fisheries		19.9%	80
Total Respondents			483
(skipped this question)			34

45. How long have you worked for this agency?			
		Response Percent	Response Total
Less than 1 year		7.2%	29
1 to 5 years		17.3%	70
6 to 10 years		21.7%	88
11 to 15 years		15.6%	63
More than 15 years		38.3%	155
Total Respondents			483
(skipped this question)			32

46. What is your position in this agency?			
		Response Percent	Response Total
I don't supervise anybody.		59.2%	234
First-line supervisor		22%	87
Middle management		12.7%	50
Top management		2.8%	11
 Other (please specify)		3.3%	13
Total Respondents			395
(skipped this question)			42

Appendix F

Survey Forum Responses - Question 38

1.	get info to employees and from employees to Columbia without chain of command (we are not in the Army)
2.	They need to quit being so secretive and explain the why of things.
3.	Law enforcement news update every week or two on law changes, programs, etc.
4.	checks & balances between the divisions to ensure accuracy in work
5.	Every needs to be on the same page.
6.	Allow for more field officer input when making policy/decisions.
7.	send written material
8.	Same rules for all employees across the state.
9.	Every employee with a computer to access e-mail. ETC.
10.	Strive for more communication and less intimidation by the Columbia office.
11.	Why are the Captains, Majors, Sgts all driving un-marked trucks? Officers in the field should have these vehicles, not someone who drives to the Columbia office everyday.
12.	A summary of what was done the week before just to let supervisors know what has or have to be done. And rumors are just. That. Rumors
13.	Have meeting with the employees to know what is to be done the week of or before.
14.	All DNR websites need to be more userfriendly. You should not have to search 5-10 minutes for something. It should be in everyday common language. Esn. titles of documents.
15.	Bring back Natural News. Produce an album of all personnel with photo, job location, what each does, how to contact
16.	The truth
17.	Let Columbia personnel go to the field offices and work for a couple of days and see what actually happens in the offices there.
18.	To be aware that all are not computer literate and may need other ways of communication. To realize that there is alot of field workers that may not be being considered.
19.	Get better communication from Columbia to District.
20.	the truth
21.	Get workers equipment that is needed! Money is in county funds but cannot access it.
22.	Hub meetings
23.	We need all the information to go up and down the chain without certain officers deciding what information should go up or down the chain.(Less yes man)
24.	Newsletter
25.	Teach and supply officers how to use a computer.
26.	Listen, digest, keep open mind before making a decision.
27.	Give out information at your most early time and not at last moment.
28.	Upper management to listen to field officers instead of Lt. & Cpts. That level doesn't know.

<u>29.</u>	Mandatory meeting attendance.
<u>30.</u>	Mandate upper level staff to spend time with field officer level employees. IE. Patrol activity.
<u>31.</u>	Administration get off soap boxes about their personal goals and accomplishments and reward employees for their work and not because they are "kissing supervisors butt"
<u>32.</u>	Training in simple computer things like how to operate a computer If we had a computer. It is difficult to receive information if you have never used or owned a computer.
<u>33.</u>	Upper level manangement (Columbia) needs to listen to suggestions from field officers.
<u>34.</u>	All information needs to be channel down to the field.
<u>35.</u>	Computers for all officers.
<u>36.</u>	Need laptop PC's, need summons report forms on line, incident reports, all report forms on line or on CD's.
<u>37.</u>	Teamwork
<u>38.</u>	For anyone that speaks up or out against Columbia, there always seems to be repercussions. This needs to change.
<u>39.</u>	Have supervisor work with you at LEAST once a month.
<u>40.</u>	Need to get papers out quicker, not after event has occurred.
<u>41.</u>	When your told by supervision that politics won't play into promotions and when its all said and done its obvious they did. It kills moral!!!
<u>42.</u>	I feel that Columbia upper staff only hears what they want to hear. They encourage feedback as long as it goes through chain of command in which it gets censored or filtered. I do hear that none of the four LE regions are working from the same sheet. Whats good for the goose...
<u>43.</u>	Be honest and open minded.
<u>44.</u>	Have a field officer, much like a Sgt. Major in the military report directly to the Colonel and/or the director. This person would not be under a Lt,Capt,Major,Lt Colonel's chain of command. This would allow this person to give timely, truthful, unfiltered and unjaded information to the Colonel or Director about Moral, opinions in the field with out fear(see39)
<u>45.</u>	Quit worrying about losing turf and practicing isolationism. We are all on the same team. We just have slightly different jobs.
<u>46.</u>	Any system that would promote open and honest communication where all suggestions would be considered by persons capable of working changes.
<u>47.</u>	For officers with rank not to think that they are always right and that their way is not the only way to do things.
<u>48.</u>	quit worrying about losing turf and practicing isolationism. We are all on the same team. We just have slightly different jobs.
<u>49.</u>	Any system that would promote open and honest communication where all suggestions would be considered by persons capable of making changes.
<u>50.</u>	Have a short and effective meeting each month with all employees to briefly cover what is going on in the DNR world. When people physically interact with each other they feel a greater accountability towards responsibilities (i.e. keeping each other informed) than when they read an e-mail.
<u>51.</u>	There is to much distance between the levels of management. The agency has lost the "family" atmosphere. More social occasions so that we could get to know people within the agency. There is too much "rumor" and secretive management. There is never time to communicate!

<u>52.</u>	Have an electronic bulletin board for current events and projects.
<u>53.</u>	have the higher ups become better listeners and not second guess "lower level staff" on the decisions they make such as purchasing; stop the discounting and parental messages.
<u>54.</u>	Weekly staff meetings or at least once a month would be great! In this office it is essential that all of us are on the same page and most of the time we are not even looking at the same book. Along with communication, it is important to be consistent. Consistency is key and in this office the supervisor has apparently lost those keys.
<u>55.</u>	More frequent general staff meetings.
<u>56.</u>	Have concrete lists of what needs to get done and back up plans as well to make sure work is getting done
<u>57.</u>	Require supervisors to pass on information in a timely manner or be reprimanded.
<u>58.</u>	In part I feel that we need to spread the work load back out a bit so that people actually have time to listen to one another, attend information sessions, or read distributed newsletters. Currently there is usually a succession of 'fires' that displace such activities. The result: you notice the May newsletter in your e-mail box as you are cleaning it out in August because there were critical issues at hand until you forgot it was there.
<u>59.</u>	For lower management to stop being scared of disagreeing with upper management and thus for there truly to be open communication between staff and management at all levels.
<u>60.</u>	Certain individuals could use a refresher (or basic) course in english.
<u>61.</u>	I think we should have a brown bag luncheon internal seminar each week. This would provide staff with an opportunity to hear about research and projects in other labs. It would also provide a weekly forum for gathering and making brief announcements relevant to everyone. Everyone is busy here, but we all have to eat lunch and I think people would be available to take a short break and meet in the (newly remodeled) auditorium. (MRD comment)
<u>62.</u>	Weekly meetings should be more organized
<u>63.</u>	It would be nice to have more general staff meeting in which employees can ask questions. Unfortunately the communication at MRD stops at the Directors meetings, Very little information makes its way back to the employees. Usually when it does its through informal channels and is probably not completely accurate after its passed from person to person.
<u>64.</u>	Better communication between field supervisors and field staff
<u>65.</u>	Disallow the "rumor mill" by making what is expected known to the employee and initiate consequences when what is known is disregarded. We have a mechanism in place for communication (chain of command/EPMS'), but so often rumors, personal feelings (the way "I" want it) and experiences intermingle with the chain causing it to be ineffective.
<u>66.</u>	Supervisors need to listen to employees WITHOUT taking it as empty complaining. If there is a complaint, it is being voiced because there is a real problem.
<u>67.</u>	Since I am in the field 90 percent of the time and seldom go to the office I do not get Information in a timely manner. I also work for two supervisors. One I very rarely see or get information from and when I do it is often late and puts me in a disadvantage in planning work scheduels. So many times it is not that information is not made available to me. It is that one or more of my supervisors are late in contacting me.
<u>68.</u>	As a new employee, I feel that there is a vast resource of knowledge and information spread across the state in the form of annual reports, project reports and raw data. This is basically inaccessible. I feel that a searchable electronic database of previous reports, studies and data would be very useful to improve the future management of resouces by building on past knowledge and information gathered by the agency.
<u>69.</u>	Some method of increasing communications between divisions should be devised.

<u>70.</u>	Have the Deputy Directors communicate fully and honestly with key staff and hold them accountable if they don't.
<u>71.</u>	I beleive the news letter would be a great way to improve the communications. I know a lot of people looked at it as a gossip tool, but I don't hear of deaths, births, etc of other employees, and lots of time people retire and I don't realize it until I go looking for them for an answer to a question. There could be information about our vision and what is planned for the future - like information on the cennential celebration going on. Most people don't realize that we are celebrating anything.
<u>72.</u>	Maybe more awarness meetings to keep DNR employees informed and training classes.
<u>73.</u>	Communication will always vary on the different organizational levels. Directors meet with one another, technicians do not. Agency wide meetings for field biologists or maintenance staff at the Webb Center or Marine Center during the week, like a professional society meeting (SC Fishery Workers Meetings) to see how their job is done in other places around the state would be good for moral and let people get to know peers in other Divisions.
<u>74.</u>	A well maintained (timely and accurate) DNR Intranet (pop server) web site should be the primary location where staff can find information. The Marine Division currently has an Intranet site that is well maintained yet the primary DNR "pop" server is still not as Informative as needed.
<u>75.</u>	Supervisors in Columbia must get into the field more to be in touch with field staff. Supervisors do not have a clue what is really going on in the field. Field staff do not have a clue what is really going on in the Columbia office. The disconnect is real, it is typical of spread out organizations, but it can be overcome. Field staff are not going to be empowered to come to Columbia to learn about the agency and what administrators do and why they do what they do. Adminstrators simply have to have more face-to-face contact with staff in order to effectively communicate, and understand the realities, complexities, and difficulties of work in the field.
<u>76.</u>	Get rid of Frampton and Mcshane
<u>77.</u>	Stop sending us paper materials on information that you send us via email, it's redundant and oxymoronic, if we are trying to save money(ex. SC DNR vision). Just keep trying to make your employees happy. Please keep us abreast with what changes are taking place. Remember that although we are employees we are also constituents as well; and if we begin frowning upon DNR practices/procedures how do you expect us to provide a united front to the public when we as employees aren't happy w/ DNR ourselves. Why does WAL-MART do so well? It portrays the image that the company cares about not only it's consumers but employees as well. I have witnessed how some upper management do not care for my department, therefore me as an employee. It hurts my feelings b/c I enjoy coming to work, even putting up w/ the extremely poor pay, for an organization that doesn't even consider what I do as valuable.
<u>78.</u>	Provide more avenues of input so that more ideas are developed, circulated, and acted on.
<u>79.</u>	Possibly Regional Mtgs. where the different divisions and/or sections present projects (on-going or completed), focus area reports, possible creation of new focus areas, new properties purchased by heritage trust, or land management problems occurring in the region. These could be quarterly, semi-annual, or yearly.
<u>80.</u>	Remove barriers to open discussion of ideas -- not just obvious barriers, but all barriers, including insidious "later-on" reprisals of various kinds. Yes, that's a nebulous statement, but i think we all know the good-old-boy system is alive and well, even though a bit better camouflaged now. Require senior staff to keep up with relevant literature and discuss it with their staff. Embrace progressive change in land and HR management practices and admit failures of the past instead of making excuses.
<u>81.</u>	The DNR website and pop server could be better utilized to communicate what staff are doing. The challenge is to keep it up to date and formatted-organized to be user friendly.
<u>82.</u>	What communication? Very little information about the agency comes out of the 3rd floor. Perhaps it is not the 3rd floors fault but the information does not reach the lower level

	employees. We get more information concerning benefits and blood drives than we do about agency issues.
<u>83.</u>	Inform all DNR staff of pertinent personnel changes or additions in Columbia office (i.e. Human Resources personnel, Accounting personnel, Purchasing, etc.)
<u>84.</u>	Weekly updates as to division activities and upcoming local and statewide events. Give more warning of upcoming events and programs. I often get notice of an event or television program with only one or two days notice.
<u>85.</u>	From my time here I think the established lines of communications are very well and helpful.
<u>86.</u>	Encourage the cross training of individuals in among the varied projects of the division
<u>87.</u>	Need better access to supervisor's supervisors. Need to make sure info is being passed up.
<u>88.</u>	Have more buy-in from the staff; however, I am not sure how that could be accomplished. Sadly, we still have a handful of people in every division who are negative and refuse to acknowledge the positive activities going on in the agency. They are content to complain yet they never volunteer to help with anything that could help improve the situation.
<u>89.</u>	Lets pick a primary source for delivering internal communications and make it more robust. I recommend directing all employees to the intranet for all agency info and have links to specialized areas, division info, hub info, monthly message from the Director, holidays, special emergency communications, agency strategic plan (Vision for the Future)and updates, Jocassee Journal, Coast Watch (whatever this is), Wildlife Shop, employee benefits, training, hub minutes and activities, You're a Natural lottery winners, team awards, etc. The diffusion of info may be hurting us; a single web site could help unite us. Our excellent communications staff (SCW magazine, news, video) should be in charge of developing this site and making it fun and interesting to visit. Make it a common place for all staff to visit each morning while you drink your coffee to catch up on agency activities. Include a short summary of upcoming weekly events (blood drives, fund raisers, Wildlife shop sales, important mtgs, etc).
<u>90.</u>	hold an employee accountable for passing on incorrect information
<u>91.</u>	A true reorganization of the DNR with redefinition of both Divisional and individual job task. This agency operates more from a legacy perspective than from a functional perspective.
<u>92.</u>	Managers should listen with an open mind to all employees and be receptive (not defensive) to criticism.
<u>93.</u>	Staff in Cola. office are always made aware of changes in procedures, particularly with regards to purchasing, human resources, etc. long before it filters into the field offices or we hear it through the "grapevine".
<u>94.</u>	Have weekly or bi-weekly meetings between different departments to discuss issues and share ideas for improvement.
<u>95.</u>	Need better flow of information from the board the minutes posted on the web site are really the only way for rank and file employees to keep up with what is going on. Unfortunately the minutes are usually 3 months out of date when they are posted on the web. The deputy directors need to provide summaries of board actions to rank and file employees not just section leaders soon after each board meeting, at present this does not happen and employees are unaware of what is going on. For some reason there is a tendency by directors to limit information they provide thus the employee rely on the grapevine to keep up to date.
<u>96.</u>	provide email access to all employees rather than depending upon supervisors to share information with employees without computer access.
<u>97.</u>	Use email more effectively - answer emails when you get them (or within a reasonable time frame). Also, limit mass emails that don't apply to everyone (e.g., Columbia office stuff that goes to all field offices too, that is not applicable - need to make more discrete lists).
<u>98.</u>	DNR could improve efficiency and reach more people by using teleconferencing, videoconferencing, polycom and/or webconferencing (desktop meeting). These technologies

	could reduce travel time and expenditures and could be used for much HR training, regulations changes, committee meetings and technical meetings.
<u>99.</u>	Offer training classes at other sites around the state. Columbia is not the "holy" city!
<u>100.</u>	Get news to the employees, before the grapevine, or water cooler conversations do.
<u>101.</u>	For upper management to inform staff via e-mail concerning agency activities and/or new programs for example---TEAM DNR. It is hard for employees to promote programs to the public if they know nothing about them.
<u>102.</u>	DNR does not use the Internet and Intranet to its full advantage. News and communications that go out of this agency use other means first and the Internet is only used as an after thought. We could use a news letter services through the email which would save time and money. Only print brochures and news items for those in the field who may not have access to the Internet or Intranet. All publications should be published to the Intranet. Each division should post on the Intranet their accomplishments and what they are working on.
<u>103.</u>	Revamp the website to make it more user friendly. Also, more communication from the Deputy Director. Highlight those employees that are going outside the state to assist other states in a crisis/disaster.
<u>104.</u>	Staff meetings that include all employees in an area to inform them of what is going on in the area/agency and to allow communication between co-workers to work out problems and to improve efficiency and workflow. Information often does not get passed along to workers outside of the management tier. A newsletter (even an email version) would provide information to all employees who may not receive the information from their supervisors.
<u>105.</u>	Tell people how they can find out about present internal communications. I either have no access to or have not been told about everything mentioned except the website.
<u>106.</u>	Make more of an effort to understand individual personalities and strengths. I have the feeling that DNR Employees are expected to be cookie-cutter images of one another, and in reality that just isn't true. Supervisors need to learn not only how to communicate with their subordinates as a group, but as individuals as well. I know DNR wants to present itself as a united agency with shared goals and procedures, but you have to deal with the reality that you have a diverse group of individuals working toward this goal.
<u>107.</u>	More field visits by Executive office and Administration to field offices to promote awareness of local issues.
<u>108.</u>	Update the web server and pop server regularly and routinely. The Human Resources stuff (for instance) is woefully out-dated. Links to related sites should be checked often and replaced when dead.
<u>109.</u>	Better information from supervisors
<u>110.</u>	Have no opinion.
<u>111.</u>	In it's purest form (i.e., the transmission or flow of information), I'm not sure that internal communications NEEDS to be improved; particularly with e-mail, and competent staff, communication (at least within my division), we are all well-informed. In it's intended form (i.e., understanding the information transmitted), it seems universal that the upper tiers and lower tiers speak different 'languages', due to the different pressures that each group faces. At the lower end (where I am), we just want to be allowed to get our work done without the hassles of bureaucracy. From this vantage point, 'obstacles' that inhibit such progress seem counter-productive. Unfortunately, questioning the existence of policies that are interpreted as obstacles is seen, by upper level folks, as analogous to children whining. So, the only suggestion I can make is for both sides to detach their personal feelings and approach conflict resolution subjectively. As adults, we on the low end should be able to accept decisions and policy that are logical. As adults, upper level managers should be able to convey those reasons in such a way that scrutinizing adults can accept, for reasons other than 'b/c I said so'.
<u>112.</u>	Automate more things that can be sent in electronically (i.e.travel expense reports, mileage

	logs, etc.). Create a "paperless" communication system like the new e-leave for all of the other "forms" we have in the agency.
<u>113.</u>	encouraging personnel to share work with fellow groups rather than have a "this is my turf" attitude. Lessen the impulse to declare ownership of a project and resort to outside resources instead of seeking internal expertise.
<u>114.</u>	Annual statewide meeting of all biologists to provide a forum for a mix of presentations from the various major subject areas.
<u>115.</u>	Have the flow in information move both ways. The all DNR emails seem to be the best way to get immediate news to employees.
<u>116.</u>	Director Frampton needs to stop micromanaging the agency. Trust your employees to do the right thing and to do their jobs. As an example, the edict to stop vehicle use, and thus curtail scientific sampling, was ridiculous. There was never a gas shortage in Charleston. We have duties to perform to fulfill the requirements of grants, including field sampling. If it costs a bit more to perform the sampling, we will work within our budgets to do so. Bottom line, if you don't feel that you can trust us to do our jobs, then something is very wrong, and frankly, the difficulty is not at the lower levels, but at the top.
<u>117.</u>	Better use of intranet newsletters phone gang..... having a message put out to DNR employees by phone. There are services that provide this. Brite ideas program from employees
<u>118.</u>	Columbia staff should spend more time in the field with field staff routinely. Internal communication can only be improved with one-on-one face time, not more newsletters.
<u>119.</u>	The news releases and other items are not automatically sent to all employees, only to certain employees. Why? That has always been the problem - only upper management is aware of what is going on in the agency. Those of us who answer the telephones are sometimes the last to know.
<u>120.</u>	Make sure that when you get an e-mail, page, phone call, etc. from anyone with DNR that you respond promptly and not wait till it's convenient for you.
<u>121.</u>	make it truly "open communication" rather than pretending we have it (upper management problems)
<u>122.</u>	laptops w/ email access to field biologists
<u>123.</u>	Staff meeting every other month
<u>124.</u>	Deputy Director could provide a statement (weekly or bi-weekly) on his view of current division challenges (natural resource, personnel, budget, intra-departmental) and our approaches to them. Our sense of team would be enhanced. The value of the "hub" system to the individual or the work group has yet to be explained. One cannot serve two masters.
<u>125.</u>	Give up-to-date information about who is responsible for what within DNR. Possibly an on-going directory with changes, etc., on-line.
<u>126.</u>	We need More Computer Classes offered at the Local Levels.
<u>127.</u>	I share info from many different sections of DNR, but that was only through one on one contacts. There are still many ongoing projects that I am not aware of. Hopefully the web page will eventually provide summaries of other projects.
<u>128.</u>	Have the Director or Deputy Directors send out e-mail/letters to the employees as he did recently about situations going on within the Department on a weekly or bi-weekly time frame. That way we all have received the information directly from the top as it was said.
<u>129.</u>	We use several channels to disseminate information, which means you need to spend the time to read them all in order to feel like you haven't missed anything. This sometimes feels like repetitive reading, and in regard to time-management, I end up picking and choosing one or the other so as not to be neglectful of my office obligations. Perhaps a return to the "Natural News" as a common voice to highlight and summarize the overall agency news would be

	helpful.
<u>130.</u>	monthly newsletter with opportunity for employee comments/questions and answers.
<u>131.</u>	Suggest a series of electronic bulletin boards (legislative, rules, Heritage Trust, Hydrology, Climate, Geology, Jocassee, Executive Office, etc) where information is posted and updated on a regular basis - once a week, every other week or some type of schedule. Plus staff could post a question and then have a response posted. A number of times, a question is asked by one person that a number of people would like to know the answer. I feel this would be very beneficial to keeping current and seeing the questions/answers of others - which could be useful in their job.
<u>132.</u>	Stop the perception that information is only made available to certain groups and/or selected personnel! Records may indicate that the information was given out to ALL employees which HAS NOT BEEN TRUE in the past! Employees are not ignorant, however, they are afraid to speak up for fear of getting a supervisor or someone above them in trouble!
<u>133.</u>	Provide logical, informed, and accurate information for the basis of the many "DNR policies" which are not characteristic of the remainder of state government. Stop micromanaging and empower staff to do their jobs. Second-guessing every activity, expenditure, travel request, etc. is very counter-productive to efficiency and morale.
<u>134.</u>	I would like to see some of the gentlemen that hold higher levels of employment than I to take a trip with me in the field on a regular day so that they understand that myself and my group have certain in order to do their job in ever changing conditions. I would also like to suggest that all marine vessels be required to be equipped with VHF radios.
<u>135.</u>	More effective distribution of minutes from Board and Advisory meetings, and Director's meeting in a timely manner. More effective distribution of purchasing and procurement policies. They seem to change over time and there appears to be a reluctance to document those changes and make them known throughout the agency.
<u>136.</u>	DNR Management need to keep supervisors informed on activities that effect employees (salary, moral, etc.). Some prime examples: The Career Path Plan, employee knew the prep work had been done, but we have only recently been informed of any information related to it in almost two years. Salary adjustments have been submitted with employees knowledge, yet when Management is approached and asked about them 6-9 months later, the only response is, "it has been sent upstairs, I do not have any information on it." WHY NOT. It makes employees feel they are not important. If nothing was going to be done, why did they ask for recommendations.
<u>137.</u>	1. Exchange days-- A chance for employees from different divisions to visit and learn what other divisions are working on. 2. Natural News was nice but, only if it's sent by e-mail, no paper pubs.
<u>138.</u>	To really communicate. Don't just talk the talk, but walk the walk. Really listen to employees about issues and see if these issues are agency wide and put corrections in place not just bandaids.
<u>139.</u>	I think that people working on projects together need to work on our communication skills by remembering to tell people involved in the same project of major changes in the project, and to check back with each other frequently. There have been several times that both myself and other staff in my office have been working on a collaborative project with another division, and someone from the other division failed to tell us of a major change in the way that they decided to do something that directly affected us. This caused major delays in our productivity.
<u>140.</u>	Upper management needs to listen to it's employees. Be honest, employees have been told countless thing that are not true. When employees feel that they can't trust the answers they get from upper management, it kills communication.
<u>141.</u>	Provide an agency-wide orientation to all employees that allows the opportunity to meet other staff in other divisions and learn about their responsibilities. This would begin to inform employees about the functions and abilities in the DNR.

142.	Short departmental staff meetings on a more regular basis may be helpful.
143.	A flowchart or organization tree for the each division so you can see who people are, where they work and who they work for.
144.	We have been repeatedly told communication between employees and upper level management would be two-way and "open and honest". This is not the case. We hear nothing from our managers. We were promised monthly general staff meetings - never happened. Minutes of MRD directors meetings on the intranet are usually way out of date. Information that used to be made available to us is no longer forwarded - hard copy or email.
145.	Be more personal. Why not advertise promotions, family additions, new hires, etc. I think this kind of information was published in the newsletter when it was alive. People seem to be a little stuck on "titles" around our agency. It seems that management feels restricted to talking to lower level employees.
146.	Update the DNR Directory - with all the retiring, changing, and rearranging over the last few years, it's hard to know who's where and in charge of what these days. That information would be very useful, but needs to be updated at least quarterly so that it's reliable.
147.	That employees have a chance to visit other departments within DNR.
148.	Better communications between Fisheries and Conservation Districts.
149.	Get it out faster, any and all means.
150.	Information leaks out and goes through the gossip channel, things are so secret here, like only the clique can know stuff!! Favoritism is a big thing, rules for one don't apply to the other people some people can break them one after the other.
151.	Consistency across all divisions of the agency concerning business practices. Also a monthly newsletter such as the Natural News distributed by email would be a great way of keeping staff abreast of ongoings.
152.	Make advisory boards just that, advisory. If they did their jobs and only their jobs and the department wasn't scared of the sitting board we as a department would be better off.
153.	Send a synopsis of deputy director meetings...each division reports there
154.	I feel like we need to be less possessive of projects in our division.
155.	Improve Columbia's method of communicating. WFF e-newsletter that is better than this cut and paste monthly report. Have pictures, show what has been accomplished.
156.	Overall communication is good within my division. Do not know what more could be done at this time.
157.	Establish a clear hierarchy for the divisions in the agency that is apparent. Establish defined SOP's for information exchange and communicate these to everyone and insist that they are enforced (reduce favoritism) Offer new employees more than a benefits orientation but rather an agency orientation that gives a complete breakdown of the hierarchy and general operating procedures.
158.	Only meet when necessary. Standard weekly staff meetings are often unproductive as there is not enough information to disperse to warrant the meeting.
159.	Intranet (Agency wide) electronic news format
160.	Provide direct answers to questions raised in staff meetings. The answers don't have to be supplied at the staff meeting (I am sure some take some thought) but the question and answer could be published via pop server or email. When answers to questions are not supplied, the rumor mill creates them.
161.	I think the DNR communication is good in the OSS division.
162.	Listening better to field staff

163.	Bi-annually State wide staff meetings. IMPROVE MORALE!!
164.	Respect the voices and opinions of the employees in the field.
165.	Hire more secretrarial staff to reduce administrative duties of supervisors so they can plan, lead and communicate.
166.	More efficient meetings, announcements through video cam and modern technology. More back and forth instead of down the chain of command.
167.	Post an on line calendar that would show times and places of all meetings, events and activities taking place through out the division.
168.	It seems there are still barriers between Divisions that hinder good communication. Almost a territorial environment that harbors distrust, which obviously stops any progress of greater communication. And I wish I had a solution to that serious issue!
169.	Many employees within one division do not know what the other divisions do. Need to be able to inform and communicate what our different divisions do so all staff are informed.
170.	Communications needs to be a two way straight. Hello, is anybody listening?
171.	It would be nice to have a general mission statement from each division and section.
172.	Electronic bulletins are a good source of information. I do not believe that employer to employee communications should be in a magazine first. Personal messages from he director, like the gas-shortage one, work well, clearly communicates the agencies direction, provides explanation, asks for help and show he cares. I'd like to see more of that support and communications.
173.	A list of each employee and what they do. Most of my work involves communicating with the public and years ago when the agency was smaller or more in touch it was easier to keep up with who does what. But with new projects and constant turnovers it is difficult.The "spotlight" section in the magazine is good but there are too few spotlights! Also, we all represent this agency and are often asked questions we don't know. This will happen. But when new Laws concerning our agency are passed we need to know them. I know they are sometimes on the web site, but most of us don't have time to surf the net.
174.	Honesty, less drama, more facts, consistant and timely decisions.
175.	Have 1 major way to disseminate information to all DNR and make sure all employees know what they method is whether it is magazine, pop server, etc. Just make sure that there is one way and that all employees are aware of that one way.
176.	I feel that the Agency Director relays information to the Deputy Directors and some of the Deputy Directors relay it to the next level and then information is hardly ever effectivley communicated to the next level (usually there is gossip). I have been in my position for a year and I have never had a staff meeting with my supervisor. Staff meetings may be a place to start. We are so bombarded with e-mail that one rarley has time to read them all (plus everyone does not have e-mail) and face to face communication usually stops the flow of rumors.

Survey Forum Responses- Question 39

1.	It's OK
2.	Have meeting with our DNR employees and other branch.
3.	POP server could be more userfriendly, easier to find and retrieve info. you're looking for.
4.	Communication will never be the tool for increasing moral at this Dept.
5.	The top only hears what they want too. We need more upper level personnel to take astand and fight for their officers. Controversy is feared I believe. Dicipline and fitness needs to be

	improved. I need to know that my coworkers are able to get to me and get me help if needed.
6.	When hiring upper level staff consider field experience and communication problem will be better.
7.	No upward mobility opportunities except for "special" employees
8.	Say what you mean and mean what you say.
9.	Not everyone has regular internet access.
10.	of retribution as is the case now. If the truth is wanted, try this.
11.	Would like to get adequate information about what goes on in other divisions. Big problem with communication between the field offices and the Columbia office. SC Wildlife magazine is by far the best thing in this agency.
12.	Honest communication is discouraged unless you know the other person.
13.	Honest communication is discouraged unless you know the other person.
14.	I feel, as an hourly employee, that I am not valued as much as a "real employee" and therefore I am not kept in the loop in regards to department and agency information. I feel that I could excel even more in my job if I was as well-informed as an employee with a permanent job.
15.	In the early days you were given the opportunity to spend time (1 day) with other projects so that you knew what was going on. The agency has become so short of personal there is never any time to get to know the other people in the agency. Socials are almost non-existent. You were also able to attend meetings "outside" the agency with other states in your field. This networking was of great help especially if you work in a field that is rather unique.
16.	We never know what we are suppose to do, due to the inconsistency directly from our supervisor. In this office especially, we have to make sure that the law is followed and certain licenses are issued according to those laws. It seems that the only thing our supervisor is consistent about is being inconsistent.
17.	I would like to see Human Resources personel stationed at MRD.
18.	Supervisors should not talk down to employees, especially when others are present! That goes without saying but apparently needs to be said!
19.	Rather than sneaky tactics such as holding useless meetings after decisions have been made and plans implemented, have meetings prior to major decisions and let employees have a say in agency matters!
20.	I dearly love SC Wildlife Magazine, but have never thought of it as a mechanism for internal communication. Also, frequently I do not have time to look at mine when it arrives and I may stockpile several months worth before scanning them for articles of particular interest. This is not how I try to handle a document that is intended to keep me abreast of important changes and information about DNR.
21.	I really don't like being talked down to by the Director, or anyone else for that matter. Being told that there will be no "rumors, innuendos", etc. is demeaning and effectively generates an atmosphere not the least conducive to asking questions. I feel that there is a huge disconnect between those managers in Columbia and the worker bees at MRRRI and I place the blame squarely on John Frampton for creating the conditions I related above.
22.	I think the administration is trying, but we really don't get a chance to see the "greater vision" of the agency often enough. We are all fairly pigeon-holed within our project. (MRD comment)
23.	I believe the agency is too secretive about issues that face all employees. For example instead

	of having a full staff meeting regarding TG employees migrating over to FTE positions, the meeting was for these employees only. This created fodder for the rumor mill and the conspiracy theorists. It caused some hard feelings. Also it would be nice to have staff meetings that focus on the positive changes that have occurred over the last 12 months. I have heard of a dozen promotions/pay for performance raises through the grape vine. I have heard of a couple \$1000 one time bonuses. Instead of celebrating this as a wonderful success it becomes a big secret. Its too bad. This is an opportunity to announce something positive. It could be done in a general way without disclosing names. As far as the promotions everyone knows about that anyway. Why not share good news as well as bad?
24.	upper management nedds to meet with field staff on a one on one basis
25.	Positive communication is a must from the employee stand point and the supervisor. This survey focuses a lot on the supervisor's responsibility to effectively communicate, but it's a two-fold responsibility. If an employee disagrees with what is expected of him/her, that employee should be professional enough to communicate their disagreements with their supervisor instead of discussing their disgust, dislike, or anger to other staff. When an employee negatively communicates an opinion or feelings to other staff, it generates division. Also, all employees should practice discretion, which will prevent rumors.
26.	I do not feel that my experience, knoweledge and input is of any value to my supervisor. I certainly have been made to feel that way on several occasions.
27.	Magazines,news releases and newsletters are fine if they reach you in a timely matter. Often times the public has this information before I do and when I am questioned about changes I can not give an informed answer. Weekly meetings take me out of the field and away from my assigned work. I think a supervisor could pick up my mail and meet me at least once a week in the field and keep me posted on issues I need to know about
28.	There needs to be more effective communication between divisions on "watershed-related" issues; i.e.hydrology, water quality, habitat, pending permits, etc.
29.	I rarely know what's going on in my division unless I just happen to hear something mentioned by another co-worker.
30.	Communication in my Section is great, however, beyound that is appears to increasingly break down the further up the ladder you go. Communication between my division (WFF) and LE is pretty good. Communication with the other divisions is not good.
31.	No! I ain't talking to you!!
32.	The increased use of the Intranet and electronic communications are critical to better communications within DNR. However, these information dissemination tools are useless if upper level administration, procurement, grants, etc. do not take the time and effort to create clearly written statements, policy documents, and standard operating procedures manuals.
33.	Communicating chaos is what we typically do. Good example, I've seen a 1,000 times. A clear communication starts at the Directors office and moves clearly through Deputy Directors and Chiefs, etc. down to the project or unit supervisors. Where these people tell thier subordinates that they don't like nor agree with what they are about to communicate, but here it is . . . ! Ineffective communications create havoc, cause chaos and destroy morale. This agency historically has put information processing on equal footing with communication. The 2 are not the same. Passing on information is giving out. Communicating is getting through. Keep up the good work. I like the survey, and hope it promotes improved "getting through."
34.	I would like to know what types of PR practices do we actually engage in? How can one better communicate to the public what we do when I am not allowed or unaware of what I am allowed to say? Constituents and others WORLD WIDE have contacted our department and have given extremely positive feedback for the work we do here at SERTC. How can our PR personnel convey to the public so that they are aware of what we do here?
35.	Develop informal and formal lines of vertically upward communication. Good ideas don't just

	develop at the top.
36.	It is not open.
37.	Staff recently began receiving minutes of the regular meetings of the Deputy Director's - that was a positive and useful step for better internal communications. Similar sharing of summary information could be helpful at other levels....perhaps a regular sharing of summary information from the regions/hubs... this may already exist in the from of our monthly report of activities that we provide to the Board. I've never seen this monthly report in it's final form so I don't know how useful it would be for staff but it might be worth posting on the pop server.
38.	We need a lot more communication.
39.	From the perspective of the field offices, communication from Columbia office is limited to e-mails directed at "All DNR". However, with the numerous personnel changes within Columbia office, little to no communication is given to the field. For instance, several new Human Resources personnel have been hired with no word given to the field offices of these changes or their job duties. The first notice I got was an e-mail from a new person's name sending the job postings. Do you expect us to assume this will now be the contact person for job postings? Accounting personnel changes have also made it difficult for those of us in the field to know who to call. Even if we stumble upon the right person, the DNR phone book shows a number for that person when they were in a different division. It is most frustrating to try to get information after making numerous long-distance calls before I stumble upon the right person. These are divisions of the Department that all employees need to know the correct person to contact. How difficult is it to send an e-mail introducing yourself, giving your contact information and stating what functions your job covers? Can you imagine how the lack of pertinent contact information makes the field office personnel feel, especially when it is my job to know these contacts? INSIGNIFICANT. Fortunately for me there are personnel within my division who were brought up-to-date and then provided me with the correct information. Too bad it doesn't come directly from the source.
40.	Please continue in it's development
41.	There is a huge division between those in the top positions with a few exceptions) and those who are in the trenches doing the leg work. It is difficult to command respect for those in the highest positions since they are inaccessible, unapproachable and do not know the art of listening and respecting the people who work for them. The discord and low morale felt around the agency starts at the top levels...if you can't respect those who are in authority then you can only expect to have bitter, burnt-out individuals representing this agency.
42.	Just because people are not hearing what they want to hear does not mean we are not communicating.
43.	Minutes of all Board meetings, Deputy Director meetings, Hub Coordinator meetings need to be shared with all staff. Possibly posted on the new and improved intranet site. Progress on the Vision needs to be monitored and presented to staff on a regular basis.
44.	I had never even HEARD of the DNR news release packet until now.
45.	Get direct feedback from lower level employees
46.	I feel that many of the communication (and other) problems that we face in this agency result from hold over (legacy) organizational structures and policies. It is not that the lines of communications are not available from the top down through each Division; it is more that the cross linkages are not understood or, in many cases, seen as necessary. I feel that I am probably better informed than many just because I have to seek information out in order to do my job. No one wants to address what really needs to happen which, in my opinion, is a total reorganization of the DNR and removal of redundancy and cross-purpose policies that exist. In many ways, we still operate as four agencies. There seems to be a lack of understanding of what a DNR really should do and how the component parts lead to a comprehensive policy toward natural resources conservation and protection. From my supervisor I get pretty good direction on my specific job duties but I can not name one overarching policy of this agency toward natural resources. That is why communications are

	less than optimal.
47.	There seems to be a lot of "secrets" that we find out about anyway. Why not be more open with good news, bad news, any news. We often get no response, or a delayed response to requests. An immediate response would help (e.g., "I have received your request for travel (or whatever) and am considering it. Here are the problems I see....I need clarification on this item before a decision can be made....". All communications should have a time/date stamp for each office it passes through.
48.	Another example of bad communication is that the logic on travel approval is less than apparent. Thus employees submit travel request with no real expectation of what will or will not be approved. The common response is John doesn't feel that the travel is necessary. Well what does he feel is necessary, is he informed enough to understand what meeting are important for the many professional disciplines within the agency? I doubt it. Some guidance would greatly reduce requests that have no chance of being approved. In addition, if there is a goal for the reduction in travel it might make more sense to tell each employee this is what you spent on travel in year X we need to reduce travel by 15%. Thus you can travel as appropriate within this budgetary constraint.
49.	As a relatively new employee who may not have complete information or be thoroughly exposed to the agency, thus far I am very disappointed with internal communications in DNR. External communications seem to be good with the exception of regulations being too complex for the public. Being in a remote field office, I receive some email communications, but other field staff without email are completely excluded. It appears that HQ administration covets information rather than sharing information. Not sure if this is a lack of trust or a power issue or just complacency??
50.	The SCDNR website is not very good as compared to other state DNR websites but it has been improving. Continued improvement and searchability of the website will greatly improve the distribution of information. We often have to work hard to find and get info from the web site. Often the HR related info (on pop server/memos) leaves as many questions as answers (poorly written communications and communications sent out before applications are up and running have caused some confusion. There's also conflicting info sent out from Columbia office.
51.	We need an employee picnic once a year, where we can meet other employees.
52.	Employees need to learn more about the other divisions within DNR. There seems to be segmentation in the agency. Columbia employees would benefit from visiting and learning about the four regions and Charleston and vice versa.
53.	Need public relations support to promote programs for constituents
54.	Highlight an employee/division of the month to explain what they do for a living within DNR. This would help acquaint the staff of each division.
55.	Mostly those in the management positions get information as to what is going on in the agency. Not much information is passed between divisions and it would be good if all employees knew more about what happens in other divisions to see how their job relates to the agency as a whole. This would improve morale as well as it will make employees feel as they are a part of the agency.
56.	Within my division, consistency in procedure is a problem - people are expected to do a little bit of everything. Unfortunately, when you dabble in a lot of things, you don't become proficient at any of them. I understand that cross-training is important, but supervisors need to understand two things: First, you can't expect one person to do everything, and second, that you have to work with people's strengths.
57.	There is a disconnect between Columbia and local offices.
58.	None.
59.	Other than the comments above, I was wondering WHY revision of the mission statement and vision of the future was necessary? I began work here 5 years ago and I really don't see how the new documents change anything. As an external document, it seems to me that

	<p>simply highlighting the accomplishments of this agency's research, outreach, and law enforcement efforts would be sufficient to convey to legislators that we are doing our jobs. This process would've taken considerably less time, money and effort. As an internal document, I am lost as to (1) what has really changed and (2) HOW the agency plans to make me a more honest/accountable person than I was before I came here. I spent 4 years at and graduated from a military college with perhaps the strictest honor code in the country, and there were still young adults there that couldn't be 'molded', even under the strict regimens that were allowed to be practiced there. Zero tolerance for dishonor was the solution; it got rid of bad apples, but in the end it may not have changed the behavior of those expelled. I noticed a similar inability to change long-standing personal characteristics when I first came to work here five years ago. Although we tout ourselves as the 'stewards of natural resources', we draw our employees from the same social pool as all other employers; thus, not all employees actually care about natural resources, as reflected in the fact that not all SCDNR employees recycle, and some might even litter. Ironical isn't it?? I guess what it really comes down to (at least with respect to recycling and litter) is that some people chose this agency because they are passionate about their work (particularly researchers), work that cannot be duplicated elsewhere in the state, while for others, who sought employment with SCDNR not out of love for natural resources, but simply b/c it is just a job. With regards to the former, they will do the 'right thing' simply b/c it is the right thing. With regards to the latter, there needs to be discipline for infractions. Clearly theft should not be tolerated, but what about actions that are in direct contrast to our 'stewards' policy? I don't think somebody should be fired for not recycling, nor receive a bonus for doing so, but where the public perception is at stake, shouldn't we actually be leading by example rather than just suggesting, through glossy exposures, that we do?</p>
60.	<p>Decisions are often made in Columbia by the higher ups without valuable input from the field personnel. It's OK if they don't follow the field staff recommendations, but it is NOT OK if they don't even know what these recommendations might be.</p>
61.	<p>In our section, managers are empowered to reach goals set forth in section-wide priority plan. Agency directives often preclude us from fully reaching our goals because from a division standpoint we are not allowed to make pertinent program decisions, e.g. hiring replacements, fund allocations, expenditures. Intra-division communication has improved with the HUB approach.</p>
62.	<p>Since the minutes of the Board meetings are available to the public upon request, why are the minutes not distributed to all employees by e-mail so we can be aware of what is going on in our agency? Also, why not provide the minutes of the Advisory Board meetings to the employees?</p>
63.	<p>I understand the Web page is being updated and made more user friendly. Hopefully this is taking place as I have received several calls from both citizens & legislators saying they can't find the information they need easily on the DNR Web page. We are supposed to be a public friendly agency so we need to make sure the Web page works properly to help us be public friendly.</p>
64.	<p>only small portion of DNR has been always emphasized though they don't truly represent this agency's total activity</p>
65.	<p>cell phones: great idea</p>
66.	<p>The DLEO program needs to coordinate and communicate much better than at present. I have very little supervision and guidance with the program. It is probable that Law Enforcement could use DLEO more than at present without disruption of daily duties.</p>
67.	<p>We need more Good Press</p>
68.	<p>Need to update all communications equipment within the department from computers to new radios using funds that are available especially grants....</p>
69.	<p>Carol has started posting the Deputy Director's meeting minutes. I find this helpful in keeping in touch with the ebb and flow of "Upper Management" decisions. Otherwise, the "Grapevine" gossip seems to be the only way to keep abreast of what new directives may be</p>

	headed our way. I would also like to compliment John on his use of direct email communiques to keep us alert to issues affecting our agency, as for example his most recent email concerning the gas shortage.
70.	List of individuals with specific topic(s). Post this on the POP server so that an individual can find out quickly who can answer questions related to a topic. Examples: Topic - Shrimping; Contact Person - XXX with phone number and email address. Would be helpful to DNR employees and to better serve our constituents. Topic - Heritage Trust/Property Management; Person - XXX I feel this would help everyone, new employees especially, but others as well.
71.	Monthly staff meetings should be required and information passed to employees as well as employees reporting on progress.
72.	We are in our 100 YR CENT.Celebration and many employees are working hard on committees, etc, however, some employees in the field have questioned what is going on and maybe this would be a GREAT WAY to kick start a new communication strategy. Sometimes the simple things mean more to an employee coming from the Director or DD rather than an employee hearing it from another employee as if they were left out again!
73.	Honesty, follow-up and accuracy would be refreshing to employees and when dealing with the public.
74.	Policies & procedures need to be in writing especially from procurement and accounting. These policies and procedures seems to change day to day and employees don't know that these polcies and procedures have changed until they try to process something through the system. It becomes very frustrating that the left hand doesn't know what the right is doing and you are caught in the middle.
75.	We have had a lot of problems lately in figuring out what is going on with the status of major decisions, particularly the hiring of personnel. Our office has had several vacancies open for nearly one year (or in some cases even longer). When the deputy directors have informed our office of the status of filling the vacancies, the answer is always the same "It's in the pile". We have no idea of how long these things will take, and we don't know what we should do to take temporary measures to do our jobs in the meantime. Decisions such as hiring temporary help or modifying our work activities are difficult to make when we don't know if a job will be posted in a week or in three years. I wish that we could have a better idea of the administration's plan (and human resources' plan) for the time frame for filling these positions. Our decisions are often based upon speculations and guessing rather than knowledge. I hope that things will improve when we complete the DNR vision for the future action teams, but at this point, I really do not think that the upper management listens very well to its employees. There are a number of issues that all of the biologists I have interacted with seem to be in total agreement upon, but the executive office, does not seem willing to consider their opinion on the issue.
76.	Create some type of survey to identify what are the needs of the employees.
77.	In terms of internal communications, there should be a program in place that is committed to ensuring that employees are provided inforamtion about the agency and its operations. Currently, internal communications seem to be left to individuals/programs and most employees are unaware of the many things going on (especially positive things) in the agency.
78.	I do not know anything about what the Land, Water and Conservation District folks do within my Region. Would like better communitcation with that Division.
79.	Communciation in MRD is non-existent
80.	I (and everyone else) hear lots of talk from the upper management. That's really all it is, just talk. In my opinion we don't really have any leaders in this agency, just a bunch of talkers. Leaders inspire people and make them proud and excited to work here. Leaders DO things. There must be a purpose behind communication or it is worthless. Until real issues are actually addressed (and by this I mean actual action is taken to solve/improve these problems) within the agency: Employee Retention, Salaries, Career Paths, etc, most of the

	employees will simply do what we always do... Nod politely, smile, and mentally ask whomever is doing the yacking this month to pass the 50lb bag of salt!
81.	My supervisor shares with me what she hears about what's going on in DNR. But many times we're both at a loss because word doesn't get down here. She's in charge of the DNR Internet Redesign, and I'm helping with that. We desperately need up-to-date information to put in the new web pages, and it's really hard to come by. Knowing who to contact is sometimes quite a challenge, so a new DNR directory which includes organizational information would really help. I'm probably biased, but I believe the DNR website can be an effective way for us to keep up with what others in DNR are working on. Meetings tend to get dry and seem to take time away from one's schedule just when it's most inconvenient. When a question comes up, checking the web would be a quick and easy answer. The key to this is for everyone to realize that their info on the web is only as good as they each make it - we can't devine this stuff out of thin air. Everyone's got to be proactive for this to work well. Beyond that, I think e-mail is a pretty good way to disseminate information. It's a lot quicker than a meeting, and if I have a question, I can contact someone. If it's something that doesn't effect me or that I'm not interested in, I can just file it. I appreciate the Director and Deputy Director meeting with us occasionally when something of general importance is happening. But too many meetings can be a real waste of time. Thanks for doing this , and good luck sorting these answers. Hope I've helped!
82.	#28 I am in a field office. Don't have access to weekly staff meetings.
83.	The only thing I can share about communication within DNR is there is NONE!!
84.	Since I came to DNR the only major problems I have faced is due to communication. DNR Management seems to be trying to address these issues which is great. But, a lot of the issues evolve on a lower than management level. It seems to me that the group trying to resolve some of the communication issues, should consult with staff who battle these issues daily.
85.	Tools-except for the magazine, pop server & web...I don't get the other tools
86.	I am out of the office a lot in my job. I Still notice a bit of "Turf defensiveness" & sometimes I am purposely excluded from projects.
87.	there is no communication within the DNR. We are told not to "rock the boat" or "make any waves" or we'll get shut down. If anything, we are encouraged to keep to ourselves, keep quiet, and don't talk to anyone or you'll get fired. Sure there are training opportunities in Columbia, but there is no money to travel. If we want to take annual leave and use our own vehicle, we can go up there, but we've been told time and time again that no travel will be approved unless you are in an upper level management position.
88.	I am in the WFF division but I am stationed in Charleston. I have access to the MRD Intranet and all the MRD emails. They are more effective in communicating information to their employees. I get information about what is going on from them and I never get the information from my hub coordinator in Columbia. I have no idea who is in or what goes on in my division outside of my immediate working group. Our work is never included in the monthly report. We have to write a monthly report never to see it communicated to the others in my division. The work and effort of the WFF coastal biologists are poorly disseminated throughout our division. After working here four years in the same position, I had to email Columbia and ask to be on the email distribution list so that I did receive the emails that were sent out (few and far between).
89.	Best form of communication to reach a large audience is through email. It gives the informant the opportunity to carefully select his words and the message is the same to everyone.
90.	E-mail is a wonderful tool, but sometime I think it would be benefical to either discuss the topic in person or at least by telephone.
91.	We need an updated directory with the persons job responsibilites listed.....
92.	Many times it is not the supervisor's fault that communication from the upper level in

	Columbia is not relayed to the field because he is not properly communicated to. That made some of the first few questions hard to answer. Input from the staff level needs to be obtained before major decisions are made by committees who do not know the mechanics or logistics of field operations. Things have changed (for the better) since many of the supervisory staff in Columbia were in the field. When you communicate with staff on an issue, follow through with it in a timely manner.
93.	I hear the most confusion and resentment about information coming from upper levels of DNR and upper levels of MRD. It is often confusing, changes rapidly, not well thought out, lacks all the details needed, etc. This generates problems for staff trying to follow directions or get things done.
94.	I know I should have more staff meeting but it is hard to cover the window and the phone and have a meeting. I will work on having more.
95.	IMPROVE MORALE!!
96.	We need to break down barriers between divisions. Maybe each HUB should have one person who acts as an Assistant Chief who works with all of the divisions in that unit to bring them together. This person could schedule work days, etc, communicate effectively and efficiently joint projects, etc. HUBS also need more secretarial help. The biggest breakdown is between Columbia and the Field. If supervisors had more administrative help, they could communicate more effectively.
97.	Post a "who to call for what list" and or frequently asked questions. Procurement issues Leave Mail service Telephone service e-mail service Uniforms ID badges All new hires, full time, temporary, part time should be introduced with an e-mail providing what their position will be, supervisor, phone number, e-mail address, room number.
98.	Utilize the POP server (DNR Intranet) more to provide up to the minute news and info on agency matters. SC Magazine, newsletters have too much of a time lag for some information. Could use the server to provide small bits of info that would inform staff what all divisions are doing and current issues facing the agency.
99.	When employees ask questions they should receive honest answers not evasiveness. Employees should not be denigrated for gossiping when that is the only source of information which is often the case. The top needs to listen to questions and comments from those in the trenches.
100.	What we're supposed to be doing and what we actually do sometimes do not jive. That is very difficult to explain to the public and our partners. If we're not doing the job, we shouldn't say we are and remove it from the mission statement/job description. BTW, my own job description needs updating desperately!!!!
101.	Weekly staff meetings may be too frequent. Electronic bulletins are a clear way to communicate. Would have like to seen some N/A choices on the survey. I do not get new releases or some of the other publications mentioned so they are not distributed to the broad DNR pool. It's not that I don;t use it as they are not available to me.
102.	There is a lot going on in the agency and we are such a diverse group that it is difficult to keep up with every project and with every aspect of the agency. I find the webpage very useful and, in particular, the NEWS releases. The magazine is also great.
103.	There are means of communication that all of us are not included in such as press releases. E-mail has greatly increased the communication within this agency. But face to face meetings are the best way to communicate. We are lucky in my section that we have a staff meeting every other Monday after the directors meeting to be kept informed on what is going on. If needed we have them every Monday. If all of us are going to be going in different directions we will have a short meeting to be sure everything is covered as well as ample coverage of phones in our offices. With so many people leaving and none of the jobs being filled as yet our staff has been cut in half. We couldn't function if we didn't have good communication within our section.
104.	It could be better, but who is available to make it happen. We can hardly be effective

	communicators with the general public due to a lack of time, personnel and message, so who should be suprised that we don't do that great inside. The most effective tool relies on friendship and personal relations with individuals who actually know something.
<u>105.</u>	Require supervisors to have staff meetings. It is impossible to be effective without them. My supervisor goes to staff meetings and we hear about things in the 3 meetings we have per year. This is not productive. At least once a month would be most helpful.
<u>106.</u>	I feel folks without computers and in the field are totally left out of the communication loop.

Appendix G

Focus Group Observations and Comments

General Comments

There's probably not a person in the field that doesn't know that our mission is resource management. There's probably only about 20% of the people in the (Columbia) office that realize our mission is resource management.

Good or bad, there's always been an us (field) and them (Cola office) mentality.

One of my pet peeves is to find out that there are brand new people (in the DNR) who are sending out important information and we don't get introduced to them, not even by e-mail.

As a new field employee, I have run into continuous and constant problems figuring out standard protocol for primarily administrative functions like purchasing...or just the organization and some of the areas up there that we have to work with...

How we have to do business causes more consternation and conundrum than anything else in our agency, be it purchasing, personnel or newsletters... now that we've regionalized there's another layer.

Training is dropped by the wayside when there's other work to be done.

Every training class I've signed up for so far, every HR class I've signed up for, has been canceled. I've signed up for five, I think.

Temper orientation/training length with the need to have an employee out in the field performing their job.

I'm real interested from a personal perspective about the major issues that John Frampton deals with.

It's a perception of most people in the field that your ideas are probably not of great concern to (Frampton).

As long as (Frampton) is listening, he doesn't have to be out there, necessarily...

Most times you hear the chief's coming you say something's gone wrong... people have to believe he's really there to learn and to listen...not to check up.

Folks complain (Executive) is micro-managing.

It seems like the direction (of the DNR)...that the higher ups are open to improvement...it has been recognized that things aren't working the way they are and everything's not as good as it could be...

I think the higher you get on the chain there may be some folks up there that aren't that receptive. It might depend on how long you've been with the agency and the comfort level you have with the higher ups...

Sometimes we don't see how our individual roles mesh to do what we're supposed to do, and that is protect and manage the natural resources of our state and provide the citizens with the benefits of that.

(We met at the) Webb center when we started this (hub) process about what are we supposed to be doing...what is our function? Our mission? It's never been defined...explained.

How did that make us feel when (Exec) asked us to come up and meet with them and we hoped the reason was they would listen to issues and concerns that we have on our minds and they all left after lunch...

There's a lot of people that we in the field, in all divisions, come in contact with that are on advisory boards, legislators...I just think it would be a good idea is we had an idea of the important issues before the board...

I'm a field biologist...and I don't have people to say go do the field work I'm going to go interact with the legislature...and go to county commission meetings...there's no staff for that...

I don't think we should be afraid to cross divisional lines...the regional lines don't always make sense functionally...

They indiscriminately close free office space...free...they had to pay a phone bill...with this hub system. They will be moving people where they have exposure...and it's not going to be available (at the new place)...that doesn't make sense to me...none...

Communication Flow

The disconnect is the ineffective approach to get information back up (to the executive level). The fact that only fifty percent of the people responded to the survey because they were scared...I mean let's stop the meeting right now. That should explain a lot of the issues.

They think information is power and they wanna hold on to it, or they just have favorite ones they want to share it with. And if you ain't on their favorite list you don't get the information.

Somewhere the information is being lost from the Columbia office to the immediate supervisor who supervises the field officers.

There's a cutoff point somewhere that they're not distributing the information properly...supervisors should be made to get the persons they supervise to initial and sign that on this day I got this information.

Some field employees have better access to other divisions because of the hub office location, but the onus is on you to seek each other out when you're there.

The experience I have with field people is that they really don't want to hear from Cola.

The info we need to do our job is provided well enough...there's no need for more info.

We should be hearing from the third floor twice a month, and at the very least, once a month. Even if it's not particularly newsworthy, so that they acknowledge that we are out there doing a good job.

(Columbia keeps) the burden off of us and lets us go about our jobs by not being flooded with all these things that are being handled in Cola.

All of the communications are going downhill and there's no means for information to come back up hill.

The information's out there, finding it, reading it...just don't have time to do it.

That should be my supervisors' responsibility to get the information (to me), especially if it's important like laws changing.

Our deputy held a conference call with all of us to tell us what's going on and we get our minutes mailed to us.

We think we're getting it all. We don't know if we're getting it all. That's the problem. You don't know what you didn't get...so if you get it all, you can choose.

If you schedule a meeting every three months and you know it's going to happen on this day you can schedule around it.

Should we not be thinking regional meetings...for each region, where you bring all the divisions together...rather than just divisions? That way there would be sharing between divisions too...and you get to interact with each other.

(We need) more training of managers—how to communicate with their employees, for example...

We became supersized (by restructuring). I think our communications have lagged in keeping up with everything that goes on within our agency.

I don't know whom to call for info to perform necessary work functions here in the field...we never hear about personnel changes or new hires.

Don't distribute All DNR e-mails if the info doesn't pertain to all, or if some employees would be excluded from an announcement (like flu shots or health screenings).

It's not an issue that we've built walls between divisions...but communication is...its more incidental than direct.

If Cola wants us to depend on e-mail, they should buy us all laptops and train us.

Don't advertise an open door policy if middle management can deny you access to it.

There will always be people who will complain regardless of efforts to improve communication.

Communication Tools

I just don't want us to be over dependent on the e-mail and computers and stuff because not everyone has 'em and not everybody is computer literate.

We're all spread out . . . having one supervisor over three counties is a huge breakdown. It's too much responsibility for one supervisor.

Our office in the field is either our truck or our house. (We need) onboard computers in our trucks.

An electronic bulletin board where you can access where there's classes coming up for (personnel). That would be an avenue. But I think we need more than one means of communication—it doesn't just need to be e-mail and it doesn't just need to be monthly meetings. It needs to be a lot of different things and it might be that we go toward this electronic bulletin board or bring back the newsletter, I don't know.

(Electronic bulletin board items) could come out periodically, once a month or so, and it would be in an e-mail would be a simple list of brief descriptions telling what the longer content would be with a link.

(Employees) have to receive paychecks every two weeks...with that...that might be an alternative to e-mail (to get information out).

Don't we need a newsletter to look forward at what's coming up? It seems we have the past stuff but we need to have something to look forward.

I'd tell each deputy director to provide info about the top five or six things going on in your office...and you'll follow those until they play out and anything else that comes up can be added on to the newsletter.

I hate paper...so if it comes to my e-mail I'd be more likely to look at that than to read all the natural news things in the mailbox that a lot of people don't end up reading. Maybe not putting one in every box but sending ten of them to (a regional office)

(Provide) work stations at field offices... everybody has an e-mail account to do e-leave.

Consider computer access via public libraries, willing co-workers personal PC, LWC/WFF offices outside hub offices.

I don't know that there should be any department wide system for (staff mtgs). We either have to have them after work or before work (because of customer service job).

There are two statewide hub meetings a year...one in January and we just had one in Nov...and the results of those meetings should be made available to all staff...

Determine how often there's enough info that needs to be shared before scheduling regular meetings.

How about an electronic employee manual? I think also a part of that would be for everyone to have a certain group of key words that would allow someone to search for them...

There are too many opportunities to let personal issues interfere with the EPMS...too many supervisors misuse EPMS.

It's hard to make (EPMS) important for your employees when you can't attach money to it...

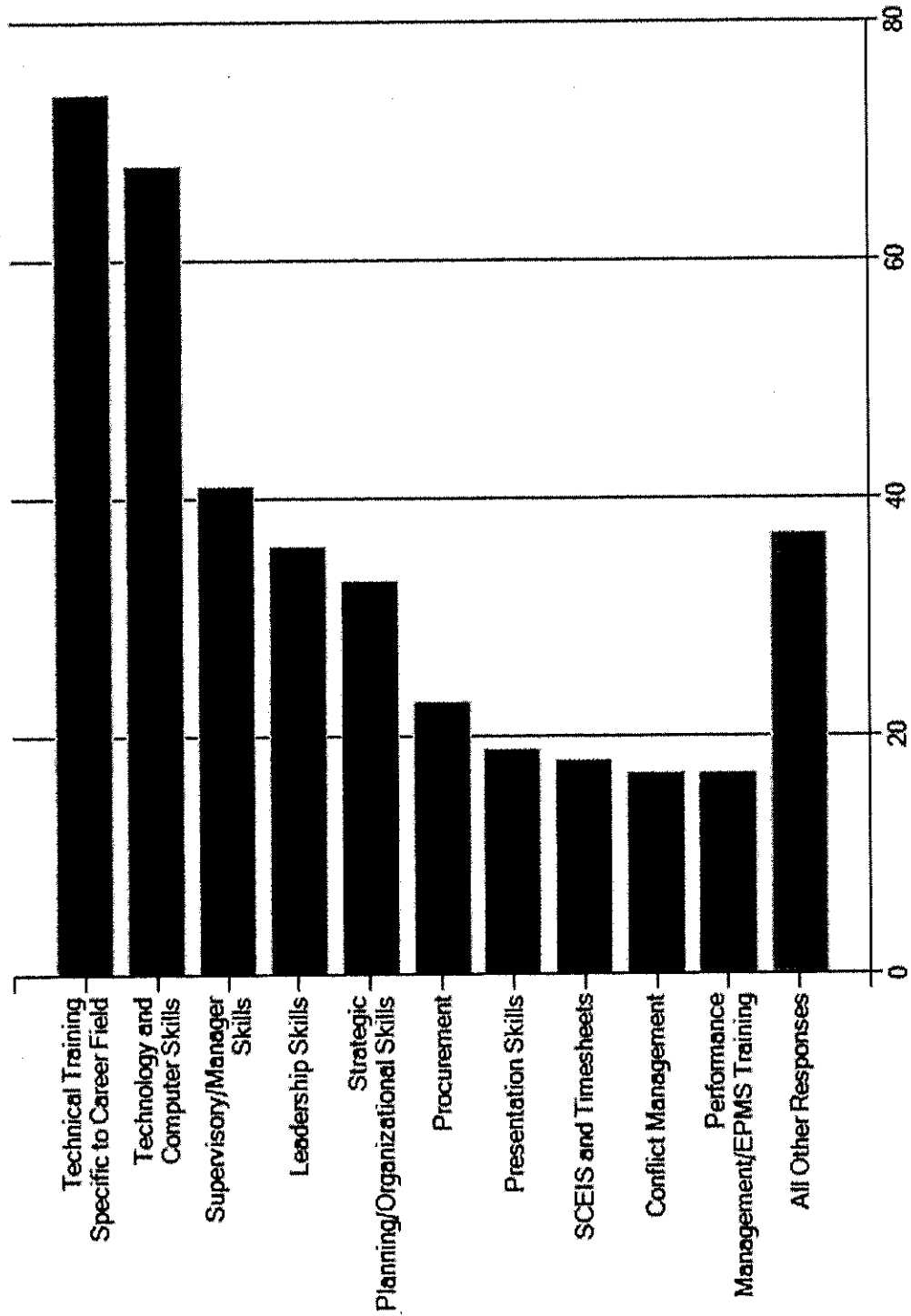
SCDNR Training Needs Assessment

2011



DNR

In which of the areas listed below would YOU like to receive additional training? Please select your top 3.



What are the 3 most important TECHNICAL training needs that you would identify for your work unit or division?

.Net	Computer graphics integration with video
Access	computer programs....word, excel, etc.
Access	computer skill
Access database training	computer skills
Access/database management	Computer skills
additional grants courses	Computer skills
Adobe Acrobat Training	Computer Skills
Adobe Photoshop CS4 Training	COMPUTER SKILLS
Adobe Software	Computer Skills (Access, ArcGIS)
Advanced customer service training	Computer Skills (EXCEL, etc)
Advanced technology and computer skills	Computer skills and statistics
advances in small impoundment management	Computer software
age growth imbedding process	Construction Management
Aircraft powerplant & systems operations	Continued BUI Training
aquaculture	Courtroom procedures
ArcGIS	Courtroom procedures for jury trial
ArcGIS applications development & programming	covert operations / investigations
ARCVIEW GIS	customer service
Attending meetings	Customer service
AutoCad Civil drafting	Data (base) management
Availability of professional certification training (e.g Microsoft, CompTIA, Cisco etc.)	Data acquisition / data management
Basic Accounting skills	Data entry standards and file management
Basic GIS training	protocol
Basic GPS training	data management
Beginners boat operation / maintenance	database integration
Biometry - statistics	database programming
Black bear/wildlife nuisance resolution	deep sea fishing
boat handling	Defensive Tactics
boat maintenance and procedures	Developing quantitative skills for data analysis
BOAT MOTOR MAINTENANCE	DLEO training and proper equipment
BOAT TRAILER MAINTENANCE	drug intradiction during day to day operations
BUI field sobriety training	ecological modeling opportunities
Business Objects	Efficient data entry procedures that reduce
Business Objects	repeated effort
Business Objects applications development	Electrical components troubleshooting
C #	electrofishing boat operation
C# .NET	Electrofishing safety and methodology
Cat 5 pesticide certification	Electronics / electrical knowledge training
CDL training & certification	Emergency Response/Hurricane Evacuation
Chainsaw use/safety/tree felling techniques	EPMS Training
Climate Change	epms training
collaborative processes	erosion control
computer	ESRI ArcGIS
	ESS/MSS HR portal access
	Excel

EXCEL
Excel Training
Field ID of SC native animals
Finding Grants, Getting Grants, Writing Grants
Fire Pumper school
Firearms
Firearms Training
Fish Disease Diagnosis
fish health classes
Fish Identification
fisheries survey design (intercept, mail, phone)
FLIR Training
Forestry Applications
Formal Education Training for K-12 ED
furbearer / trapping tactics
Further Computer Skills
Geographic Information Systems advanced training opportunities
GeoTrimble
GIS
GIS
GIS
GIS
GIS - intro for new users
GIS training
GIS training
GIS training for environmental managers
GIS/ArcView
GIS/GPS training
GIS: ArcMap
Government Finance Officer Association
Membership
GPS
Grant Writing
grant writing
Grant Writing training
Graphics software advanced training
hand to hand combat
Herbicide Application
Herbicide application CEU's
herbicide applications
HR training in reporting
HTML
hydroacoustics applications
IFR Recurrent Training
Illustrator Software
ImageNow Administrator Training
ImageNow DataCapture Administrator Training
In Design Software
Increased analytical training
Increasing computer language skills

integration of web and database functions
Interpretation of Fisheries Data
knot tying
Laboratory
Leadership Training
limnology, fish biology and ecology training opportunities
Management Information System Training
Methodology
Microsoft Access
Microsoft Access
Microsoft office (Word, Excel, Access)
Microsoft Software
More firearms practice
more physical fitness
more time on the firing range
Motorola Mobile Two way radio repair schools
Motorola Potable radio repair
Motorola wireless Canopy/Microwave
nongame fish traps / baskets
Object-oriented programming
Observation skills
OCRM & COE permitting
officer safety
Officer Safety
operation of benthic sampling equipment
Oracle
Oracle
Oracle Database
Oracle Universal Content Management Training
Orienteering
OSHA Requirements for keeping the Supply Room up to code.
other equipment use
Outboard engine maintenance and repair
Outboard motor repair and maintenance
Outlook as a contact management tool
Pesticide Applications
Pesticide training
planning/ organization
population or stock assessment
Population Genetics (Offsite)
Power Point
powerpoint presentation skills
prescribed burning training
Prescribed Fire
prescribed fire
Prescribed Fire Management
presentation preparations - power point
presentation skills
Presentation Skills

Prioritization and Time Management
Procurement
Procurement
procurement for the rest of my staff
Procurement Procedures
procurement training that staff can understand
Procurement/Grant Issues
Procurement Procedures on Contracts for Inventory
Protocol for Computer Skills
Protocol for Customer Service
Protocol for Procurement
Quick Books Management for Inventory
RCW banding training
road maint.
Safety in operation of Agricultural and Heavy Equipment
Sampling & statistics for field botany / ecology
SC American Fishery Society annual conference
SC Marine Educators annual conference
SCEIS
SCEIS
SCEIS
SCEIS
SCEIS
SCEIS Account Ledgers / Balances
sceis and timesheets
SCEIS Procurement
SCEIS reporting
SCEIS Time Sheets
side scan sonar
small boat operation
SMALL ENGINE MAINTENANCE
Software -- Adobe Professional
Software -- InDesign,
Software -- Photoshop
software training (Microsoft, statistical analysis programs)
Species Identification
Spreadsheet and database training
SQL query writing
States Organization for Boating Access (SOBA)
annual Clean Vessel Act workshop
statistical analysis
statistical analysis
Statistical Programs
Statistical software
Statistics
Statistics
Staying current with technology and trends
Stock Assessment tools (NOAA stock assessment

courses)
stock assessment training
Strategic Planning/Implementation of Education Programs
Strategic Planning/Organizational Skills
strategic scenario planning
Street Survival
structured decision making
supervisory / manager skills
tactical driving in these big ford trucks
taxonomic identifications of fish and inverts
Team Building
Technical Training Specific to career Field
technical writing
Technical Paper writing
Technical Report Writing
Technical training specific to career field
Technical training specific to career field
technical writing
Technology - audio equipment
Technology - computer applications/code
Technology - video editing
technology and computer
Technology and computer skills
Technology and computer skills
technology training (software for research purposes)
Technology/Computer/SCEIS
telephone features
Timber Management
time management
timesheet issues for SCEIS
training in software that we use.
Use of mobile mapping applications and GPS varies due to wide variety of job duties in this Region
Water Quality Assessment
weapons training
web programming
wetland delineation
wetland laws/field delineation/forestry bmps
Wetlands and Environmental Permitting
Wildland Firefighting
Wildlife related legal updates
wildlife survey/population estimation techniques
WORD
Workplace safety
Workshops and field trips in my specialty

Please use the space below to list any specific technical training that you would like to receive as well as any training topic not listed in Question 1 that you feel is needed for your position.

- * R statistical software

- * Introductory data analysis training for fishery biologists

A basic GIS class would be infinitely helpful.

Additional training in computer technology would be helpful. i.e. excel, access, GIS, etc.

ArcGIS

Attend DNR conferences or seminars that involve web and technical personnel from other state DNR offices.

Attend meetings, interact with other scientists, researchers, keeping up with the literature.

Business Objects Administration

Oracle Application Server Administration

Business Process Training, Database Design Training, SQL Training, Records Management, Document Imaging

CompTIA A+, CompTIA Network+, CompTIA Security+, Cisco CCNA, Cisco CCNP, Microsoft Certified Professional (MCP), Microsoft Office Specialist (MOS)

covert operations / investigations

DLEO training- defensive tactics, handcuffing, shooting techniques, car stops

Wetlands ID/Delineation/environmental permitting

OSHA requirements, ADA requirements

ATV safety & operation

timber inventory/measurement/cruising

heavy equipment use/maintenance/safety/operation

Even though we have went to SCEIS, I use Quickbooks to accurately manage my inventory. I have basic knowledge of the software but would like to better understand features about the software.

fish filleting

GIS skills would have been very useful in several instances. I just don't have the basic knowledge to make a map and without GIS support staff in the regional HUB office those needs go unfulfilled.

Time management and prioritization in times of reduced resources.

grants management course updates

hatchery manager classes

How to /concealment/ camouflage

I believe we are going to need in-house training on climate change issues, impacts and adaptation if it is going to be embraced by staff as an agency priority.

I would like to complete the 18 month course that qualifies me as a manager. Due to budget cuts I haven't been able to enroll.

I would love to receive additional training in Illustrator and In Design. I work in the Graphics Section and would like to improve my design skills as well as use these skills to better design for the Classic.

Investigative training, crime scene preservation, emergency vehicle operations training

It would be most beneficial if I could enter and track requisitions, FPRs, etc. for Region 1, as well as have the ability to monitor specific account balances and ledger transactions

Letter Writing

living in today's world with a very limited income

Management and Team building skills

More firearms and defensive tactics training to improve officer safety.

None for my position but numerous for staff

NOT FOR MY POSITION ONLY certain staff need specific training ex.
wetland delineation training, permitting, DLEO staff needs proper training and
equipment, capture & immobilization & legal chemicals,

Oracle Certification

outboard engine repair and maintenance training

Physical Fitness Standards

Physical fitness standards implemented

Pond management, Aquatic vegetation

Public management courses

First Aid/CPR

Regional Counterdrug Training Academy, Meridan MS (www.rcta.org)

more training via FLETC

SC Procurement procedures

OSE Procedures

SCEIS Asset Management

Government Finance Officer Certification

Scientific diving certification

Small boat and trailer operation (not just safety)

Staff need to attend professional meetings to stay up-to-date with current
techniques and engaged in innovation for their production techniques.

For example:

SC Chapter of American Fisheries Society Meeting

SC Carolina Aquatic Plant Management Meeting

Stock assessment training, fisheries survey design and analysis, additional
statistics/biometry classes,

Stock assessment

(Advanced) statistics

Data base management

Stress Management

The ability to attend States Organization for Boating Access (SOBA) annual
Clean Vessel Act workshop.

The agency previously offered small classes on boat and motor maintenance.
I came into the agency after they had stopped this. It would be awesome to
know what to do in certain situations if you are on the water and something
happens to the motor; more of a trouble-shooting class on boats and motors.

Training from State Office of Human Resources and Budget & Control Board
specifically concerning budgets and financial operations of the state.

UCAR COMET Online MET Courses

University of Wisconsin at Stevens Point Courses:

Needs Assessment in Environmental Ed and Interpretation

Leadership Development in Environmental Ed-Strategic Planning &
Implementation

Fundamentals of Environmental Ed

Use of pivot tables in Excel, Intro to GIS, Experimental design and sample
size, Mussel identification workshop

Various "Continuing Education" courses from Universities/Extension Services such as Clemson, UGA, Auburn, etc.; Seminars/Conferences from professional organizations such as The Wildlife Society, Society of American Foresters, Partners in Flight, National Bobwhite Technical Committee, Quality Deer Management Association, Native Plant Societies/Exotic Pest Plant Councils, Prescribed Fire Councils, etc.

Water quality assessment
Radio tag implantation techniques in fish
BVET or GIS survey techniques

We need the means to record field survey data in realtime and propagate these records digitally for use in various datasets/databases without repeat keystroking.

While training is key to the success of an employee, I think isolation from co-workers and colleagues from other agencies can just as detrimental as no training. The exchange of information and ideas allows employees to view challenges in different ways and find possibly a better resolution. No biologist/technician meetings, no regional meetings, or professional meetings (even those that meet every other year) will eventually cause alienation between staff. Teamwork that used to be prevalent in DNR is a rarity now.

With limited resources onsite, we cannot determine many fish diseases and must ship them to Auburn University for diagnosis. When the state and agency's budget improves, it would be ideal if our staff could take coldwater fish disease training so that perhaps we could obtain the necessary equipment to do any diagnosis onsite.

Please list any training or personal development courses that you completed and found beneficial. (i.e. What are some courses that you have taken and would highly recommend to others?)

1)Team-building exercises (i.e. Ropes Course, etc.)

2)Leadership Training based on Stephen Covey's book, The 7 Habits of Highly Effective People.

1.)Emotional Intelligence

2.)Ethical Leadership

3.)Progressive Discipline

Adaptive Leadership by the Management Assistance Team

Advanced Excel, Access, Word, SAP

Aggressive Criminal Enforcement (ACE)

Any computer classes were always helpful. Excel, especially was a good one because we do so much with spreadsheets now a days. I think everyone should take this class, basic or advanced.

APM and CPM have been VERY beneficial to me. I have also attended technical training on my own that has been beneficial.

Applied Environmental Education Evaluation through University of Wisconsin at Stevens Point

Basic grants management

Advanced grants management

Certified Public Manager

Certified Public Managers

Chemical Immobilization of Wildlife

Coastal Birding workshop

Pumper training

Conflict Management (conflict resolution), Strategic Planning/ Organizational skills (time management),

EPMS training, Stream Restoration courses, Corps wetland delineation courses, wetlands courses,

FERC workshops

Conflict resolution

Doing more with less

contract officer representative

Courses in purchasing, Microsoft Access, grant writing

CPM

crime scene investigations at SCCJA

Ecological Analysis using R (basic)

emergency vehicle operations training

EPMS

Progressive Discipline

Excel.

Word Perfect

First Line Supervision

Supervisory Practices

First-aid / CPR / AED training

Franklin Covey "What Matters Most"

Good to Great

Emotional Intelligence

Hands on Excel course through Midlands Tech.

Haven't had the opportunity to take any training courses in the last couple of years other than CPR and defensive driving.

I have attended several Procurement classes, which I recommend for all Administrative Assistants who handle any purchasing paperwork

I have taken a few software courses at Midlands Tech and found them to be great. I learned a lot and was able use these skills to better perform my job.

I haven't taken any as only a single one has been offered since I have been hired (limited space)!

I haven't taken the course, but from what I heard the CPM class is great and I would be interested in that class.

I took a MS Access class from PST in Charleston a few years ago, and applied the things I learned to create my own Access databases for work.

Intro GIS course offered through USC's Geology Dept.

Managing Difficult People

Supervisory Practices

MOTORBOAT OPERATORS CERTIFICATION GIVEN TO FEDERAL EMPLOYEES AND VOLUNTEERS

Multiple Motorola Radio schools

NOAA CSC Collaborative Learning, NOAA CSC Project Design and Evaluation, NOAA CSC Conflict Management, ASMFC Basic Stock Assessment Training

otolith workshop

Performance Management/EPMS Training

Progressive Discipline

SC Certified Public Manager course

some leadership classes have been beneficial but hard to implement under the DNR system

certain portions of some supervisor training classes have been beneficial

Specific Skills Training

Supervisory manager skills

Supervisory Skills

Collaborative Learning

NOAA-CSC courses on process skills

Supervisory/Management Training

supervisory/manager skills, performance management/EPMS training, Progressive discipline, Presentation skills,

The required boater safety and driver training courses were both beneficial.

Time management

Violence in the Workplace course years ago was good. Also we had a Media Relations class that was useful.

Wildlife capture and immobilization

Bird ID workshops

Native Plant ID refreshers

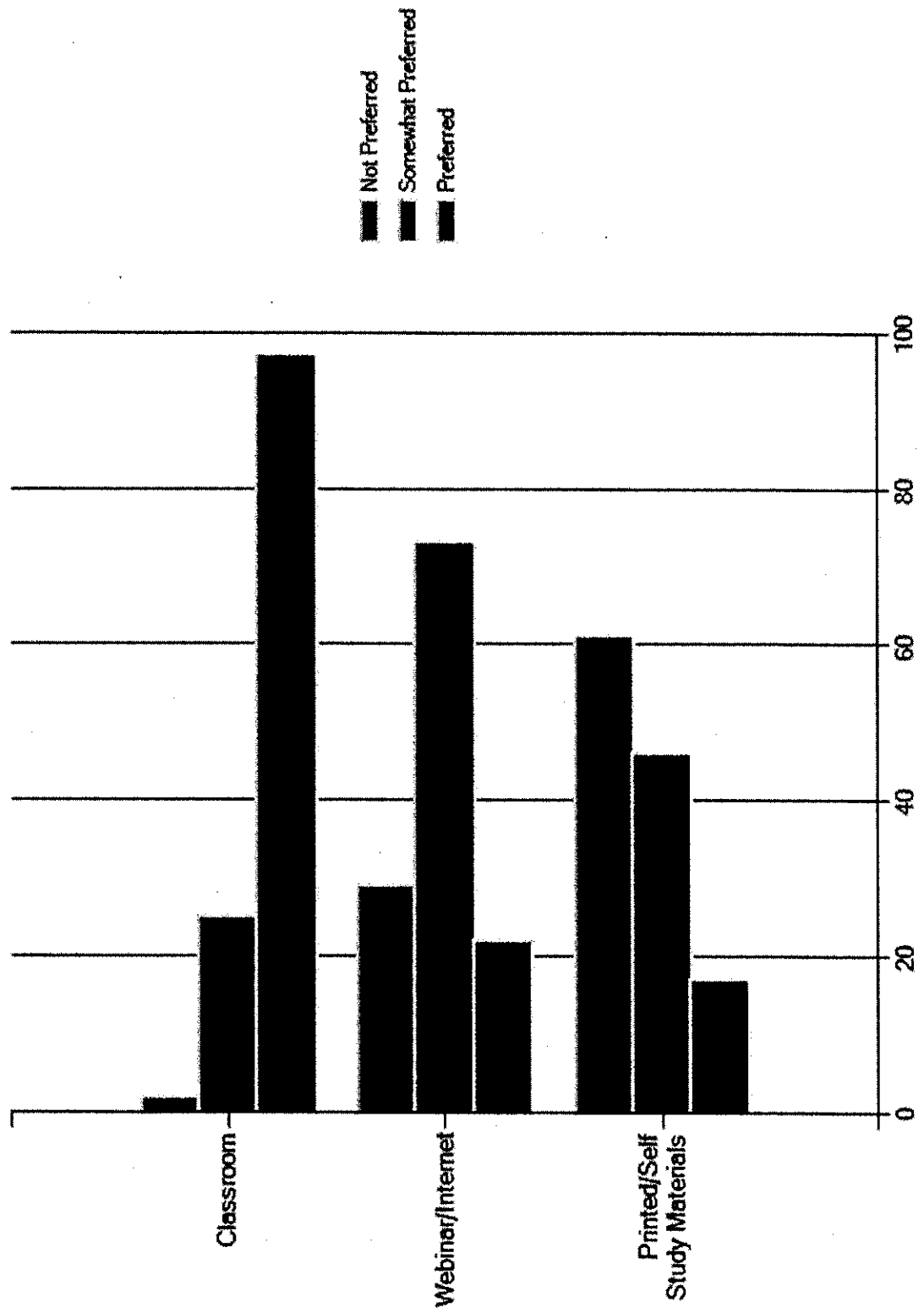
Wildlife Immobilization training - the only technical training offered since my employment with WFF division (5 years)

Workshop In Leadership Development (WILD) through SCDNR

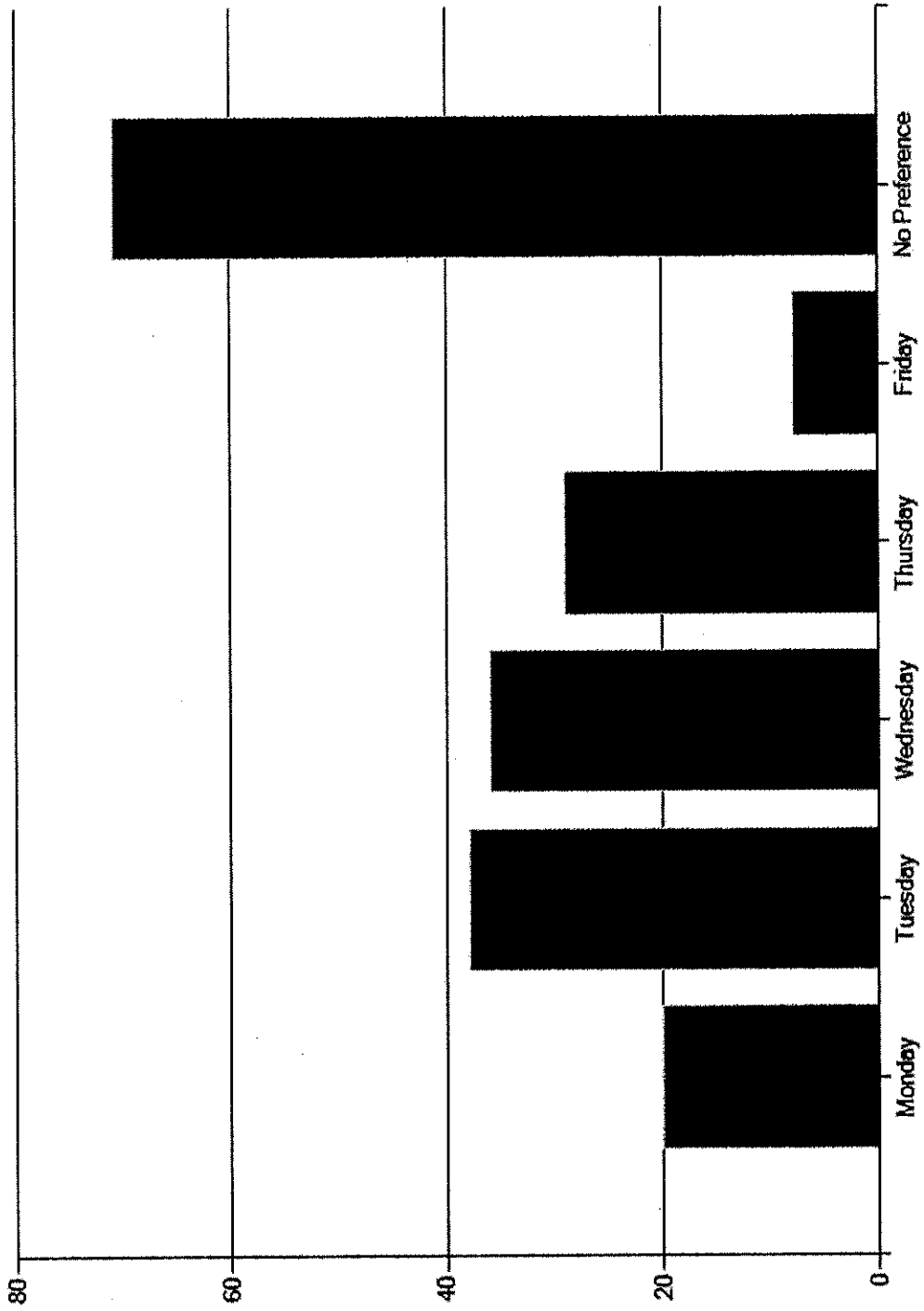
Specific Skills through SCCJA

1st Line Supervision through State HR

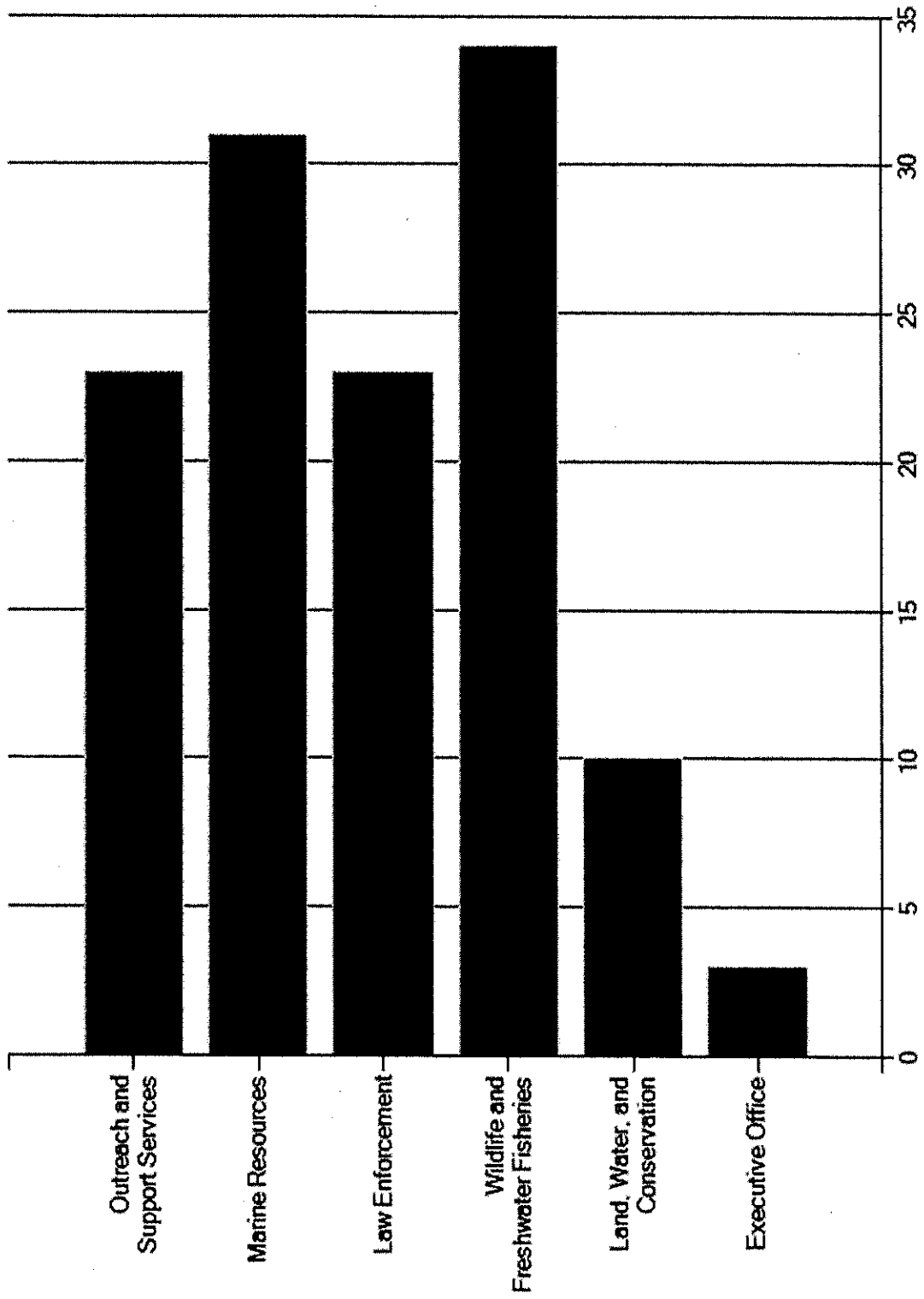
What is your preference for the following training delivery methods?



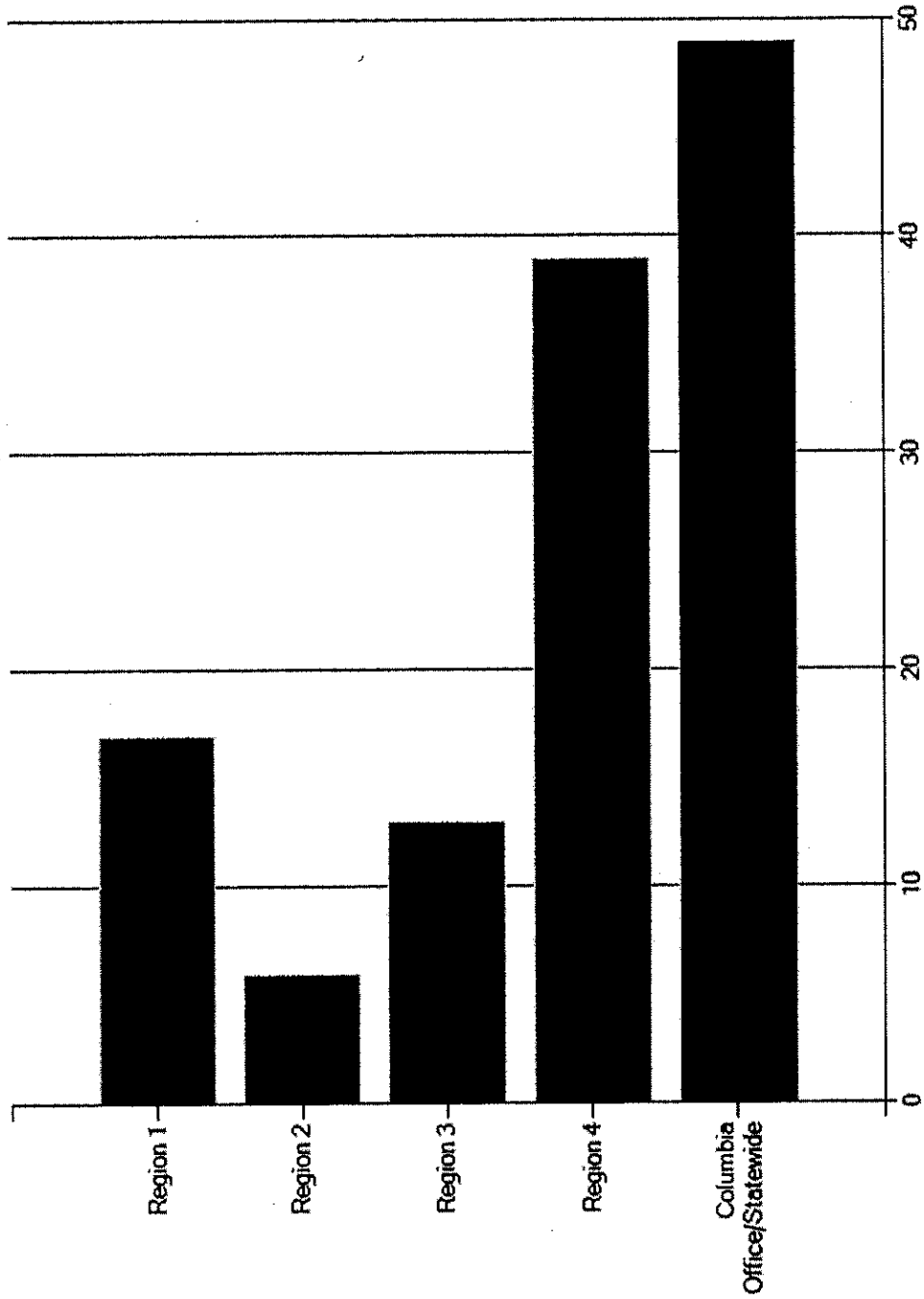
Please select the most desirable day(s) of the week for you to attend training programs.



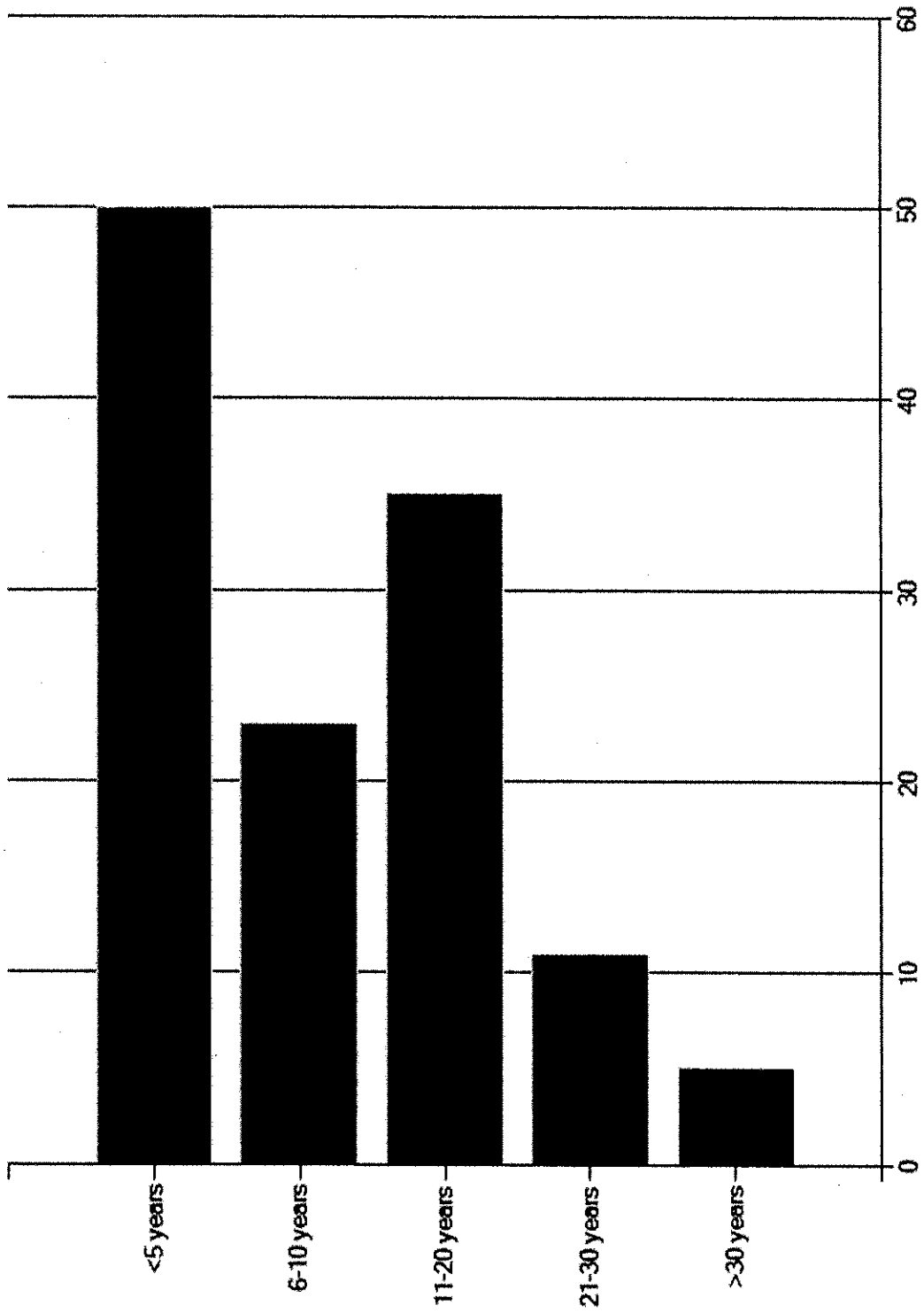
To which SCDNR division are you assigned?



In which area/region do you primarily work?



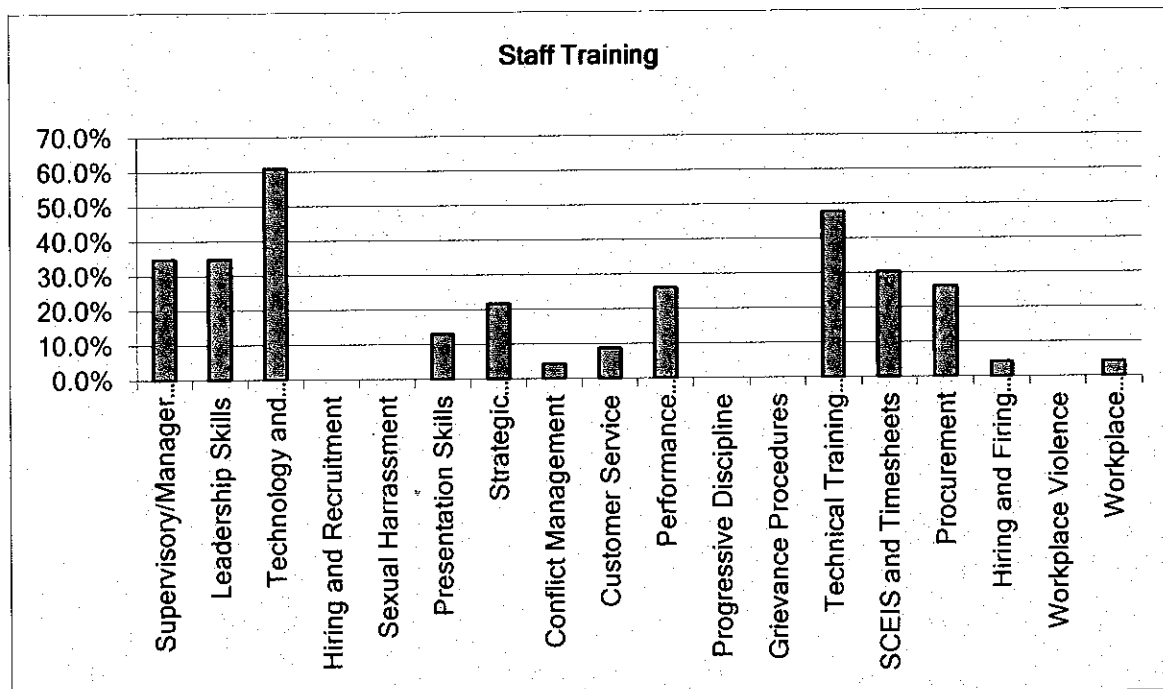
How long have you been employed by SCDNR?



Outreach and Support Services Training Assessment Report

In which of the areas listed below would YOU like to receive additional training?
Please select your top 3.

Answer Options	Response Percent	Response Count
Supervisory/Manager Skills	34.8%	8
Leadership Skills	34.8%	8
Technology and Computer Skills	60.9%	14
Hiring and Recruitment	0.0%	0
Sexual Harassment	0.0%	0
Presentation Skills	13.0%	3
Strategic Planning/Organizational Skills	21.7%	5
Conflict Management	4.3%	1
Customer Service	8.7%	2
Performance Management/EPMS Training	26.1%	6
Progressive Discipline	0.0%	0
Grievance Procedures	0.0%	0
Technical Training Specific to Career Field	47.8%	11
SCEIS and Timesheets	30.4%	7
Procurement	26.1%	6
Hiring and Firing Procedures	4.3%	1
Workplace Violence	0.0%	0
Workplace Safety/OSHA Requirements	4.3%	1
answered question		23
skipped question		0



What are the 3 most important TECHNICAL training needs that you would identify for your work unit or division?

.Net	Technology - computer applications/code
Access	Technology - video editing
additional grants courses	timesheet issues for SCEIS
Adobe Acrobat Training	training in software that we use.
Adobe Photoshop CS4 Training	
Adobe Software	
ArcGIS applications development & programming	
AutoCad Civil drafting	
Basic Accounting skills	
Business Objects	
Business Objects	
Business Objects applications development	
C #	
C# .NET	
Computer graphics integration with video	
Construction Management	
Customer service	
database integration	
Formal Education Training for K-12 ED	
GIS	
Government Finance Officer Association Membership	
HR training in reporting	
Illustrator Software	
ImageNow Administrator Training	
ImageNow DataCapture Administrator Training	
In Design Software	
Management Information System Training	
Microsoft Software	
Object-oriented programming	
OCRM & COE permitting	
Oracle	
Oracle Database	
Oracle Universal Content Management Training	
Outlook as a contact management tool	
procurement for the rest of my staff	
Protocol for Computer Skills	
Protocol for Customer Service	
Protocol for Procurement	
SCEIS	
SCEIS	
SCEIS	
SCEIS reporting	
Software -- Adobe Professional	
Software -- InDesign,	
Software -- Photoshop	
Strategic Planning/Implementation of Education Programs	
Team Building	
Technology - audio equipment	

Please use the space below to list any specific technical training that you would like to receive as well as any training topic not listed in Question 1 that you feel is needed for your position.

SC Procurement procedures

OSE Procedures

University of Wisconsin at Stevens Point Courses:

Needs Assessment in Environmental Ed and Interpretation

Leadership Development in Environmental Ed-Strategic Planning & Implementation

Fundamentals of Environmental Ed

Business Process Training, Database Design Training, SQL Training, Records Management, Document Imaging

I would like to complete the 18 month course that qualifies me as a manager. Due to budget cuts I haven't been able to enroll.

None for my position but numerous for staff

Attend DNR conferences or seminars that involve web and technical personnel from other state DNR offices.

NA

A basic GIS class would be infinitely helpful.

grants management course updates

Management and Team building skills

I would love to receive additional training in Illustrator and In Design. I work in the Graphics Section and would like to improve my design skills as well as use these skills to better design for the Classic.

Oracle Certification

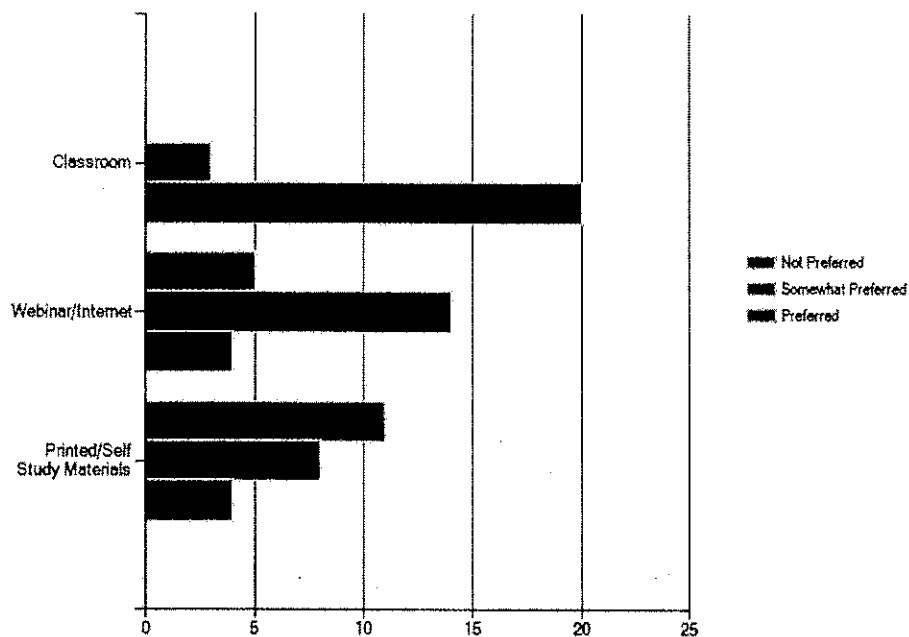
Business Objects Administration

Oracle Application Server Administration

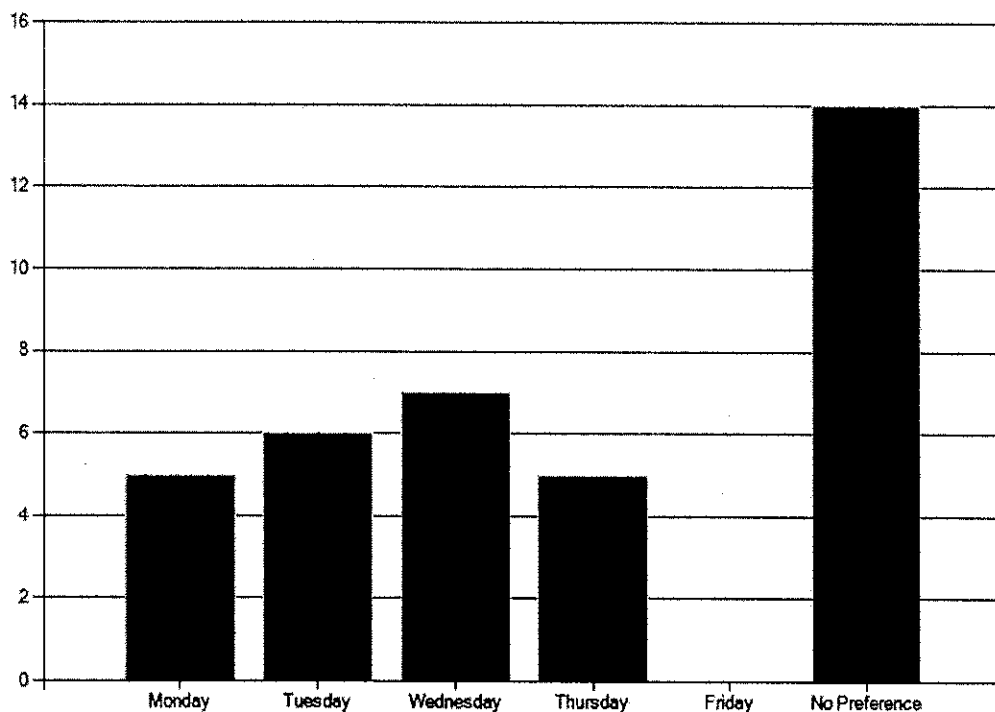
SCEIS Asset Management

Government Finance Officer Certification

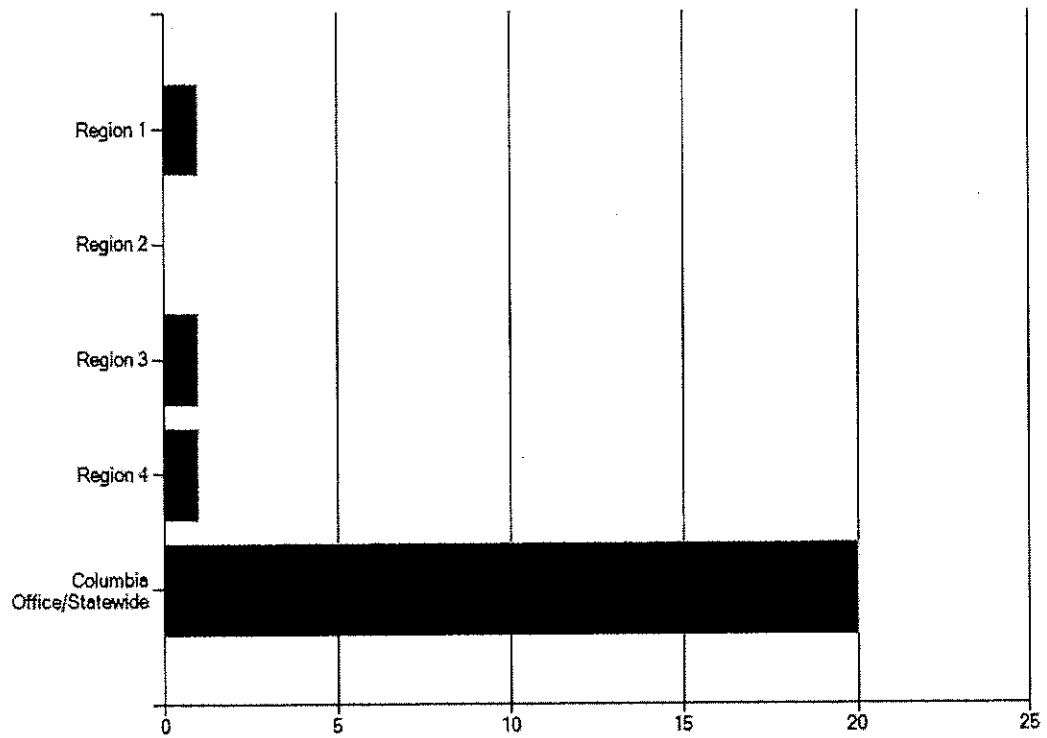
What is your preference for the following training delivery methods?



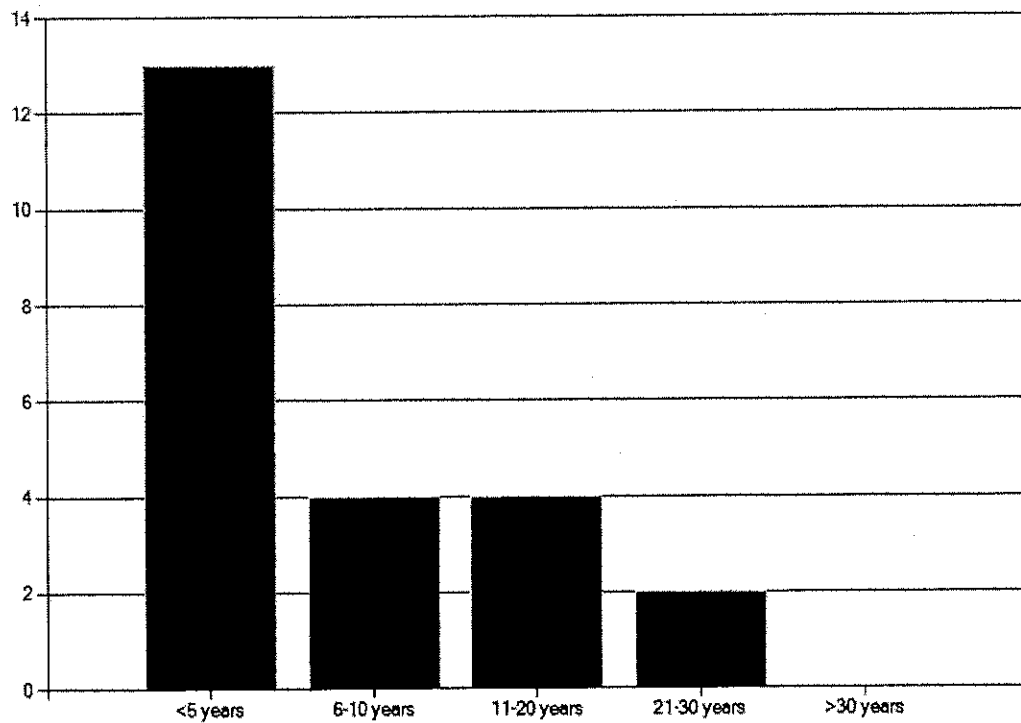
Please select the most desirable day(s) of the week for you to attend training programs.



In which area/region do you primarily work?



How long have you been employed by SCDNR?

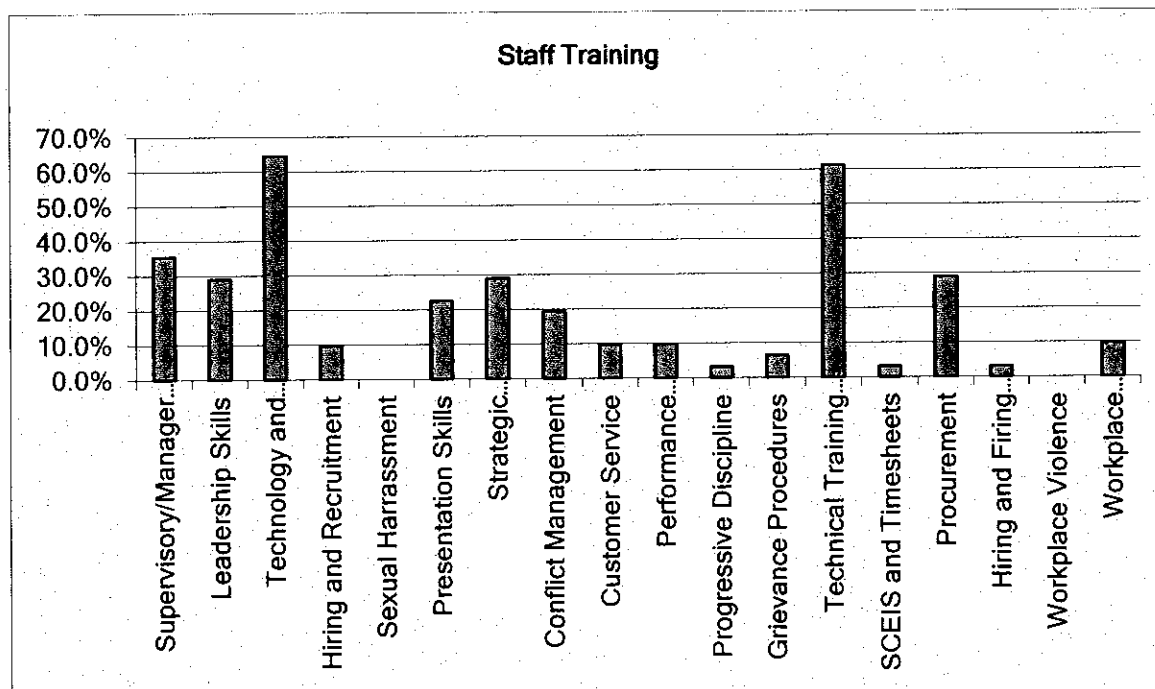


Marine Resources

Training Assessment Report

In which of the areas listed below would YOU like to receive additional training?
Please select your top 3.

Answer Options	Response Percent	Response Count
Supervisory/Manager Skills	35.5%	11
Leadership Skills	29.0%	9
Technology and Computer Skills	64.5%	20
Hiring and Recruitment	9.7%	3
Sexual Harassment	0.0%	0
Presentation Skills	22.6%	7
Strategic Planning/Organizational Skills	29.0%	9
Conflict Management	19.4%	6
Customer Service	9.7%	3
Performance Management/EPMS Training	9.7%	3
Progressive Discipline	3.2%	1
Grievance Procedures	6.5%	2
Technical Training Specific to Career Field	61.3%	19
SCEIS and Timesheets	3.2%	1
Procurement	29.0%	9
Hiring and Firing Procedures	3.2%	1
Workplace Violence	0.0%	0
Workplace Safety/OSHA Requirements	9.7%	3
answered question		31
skipped question		0



What are the 3 most important TECHNICAL training needs that you would identify for your work unit or division?

Access	small boat operation
Access database training	software training (Microsoft, statistical analysis programs)
Access/database management	States Organization for Boating Access (SOBA)
age growth imbedding process	annual Clean Vessel Act workshop
aquaculture	statistical analysis
Availability of professional certification training (e.g Microsoft, CompTIA, Cisco etc.)	statistical analysis
Biometry - statistics	Statistical Programs
boat handling	Stock Assessment tools (NOAA stock assessment courses)
collaborative processes	stock assessment training
Computer Skills (Access, ArcGIS)	strategic scenario planning
Computer skills and statistics	structured decision making
Computer software	taxonomic identifications of fish and inverts
customer service	Technical Training Specific to career Field
Data (base) management	technical writing
data management	Technical Report Writing
deep sea fishing	technical writing
Developing quantitative skills for data analysis	technology and computer
ESRI ArcGIS	Technology and computer skills
fisheries survey design (intercept, mail, phone)	technology training (software for research purposes)
GeoTrimble	Technology/Computer/SCEIS
GIS	telephone features
GIS	time management
GIS	
GIS training	
GIS training for environmental managers	
Grant Writing	
grant writing	
Increased analytical training	
Increasing computer language skills	
knot tying	
Laboratory	
Microsoft Access	
Microsoft Access	
operation of benthic sampling equipment	
other equipment use	
population or stock assessment	
Population Genetics (Offsite)	
powerpoint presentation skills	
presentation preparations - power point	
presentation skills	
Presentation Skills	
Procurement	
SC American Fishery Society annual conference	
SC Marine Educators annual conference	
side scan sonar	

Q3. Please use the space below to list any specific technical training that you would like to receive as well as any training topic not listed in Question 1 that you feel is needed for your position.

The ability to attend States Organization for Boating Access (SOBA) annual Clean Vessel Act workshop.

See Question 2

Scientific diving certification

Additional training in computer technology would be helpful. i.e. excel, access, GIS, etc.

Stock assessment training, fisheries survey design and analysis, additional statistics/biometry classes, Stock assessment

(Advanced) statistics

Data base management

fish filleting

* R statistical software

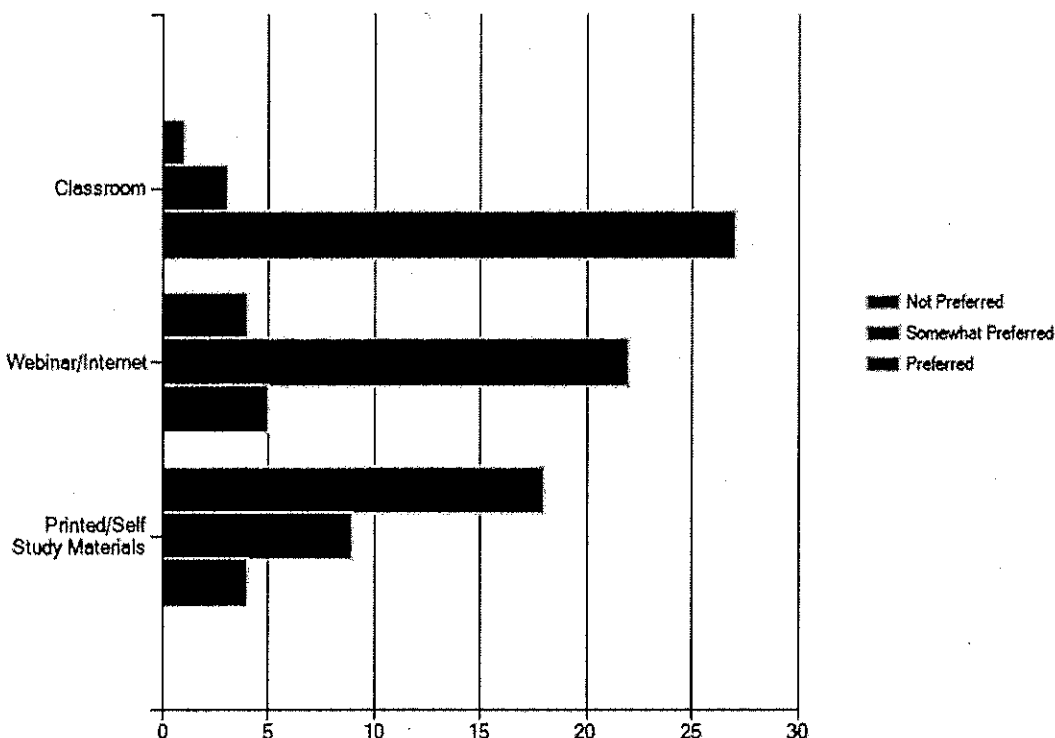
* Introductory data analysis training for fishery biologists

Small boat and trailer operation (not just safety)

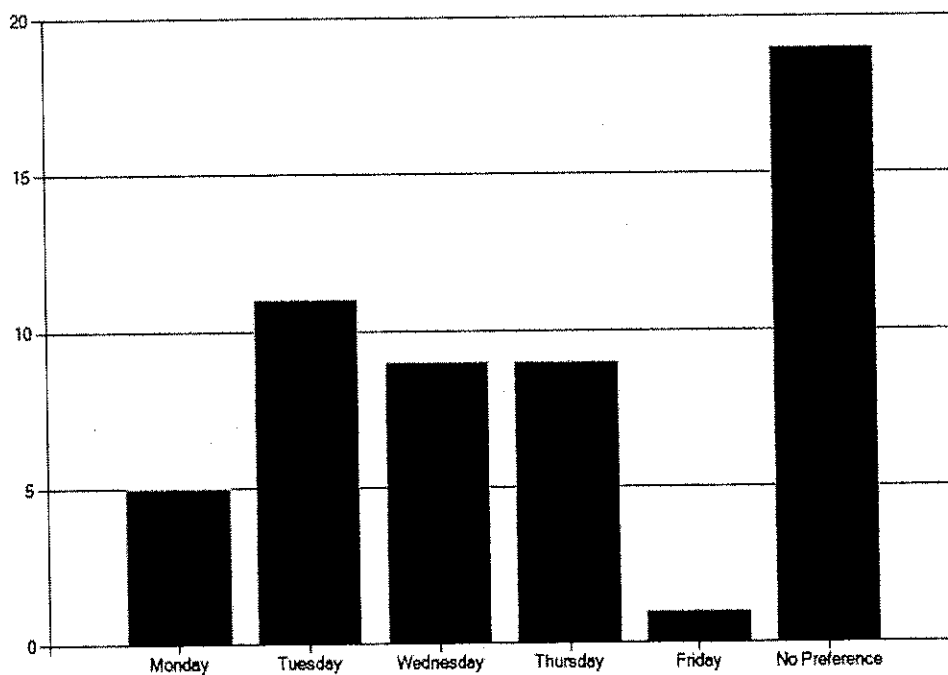
ArcGIS

CompTIA A+, CompTIA Network+, CompTIA Security+, Cisco CCNA, Cisco CCNP, Microsoft Certified Professional (MCP), Microsoft Office Specialist (MOS)

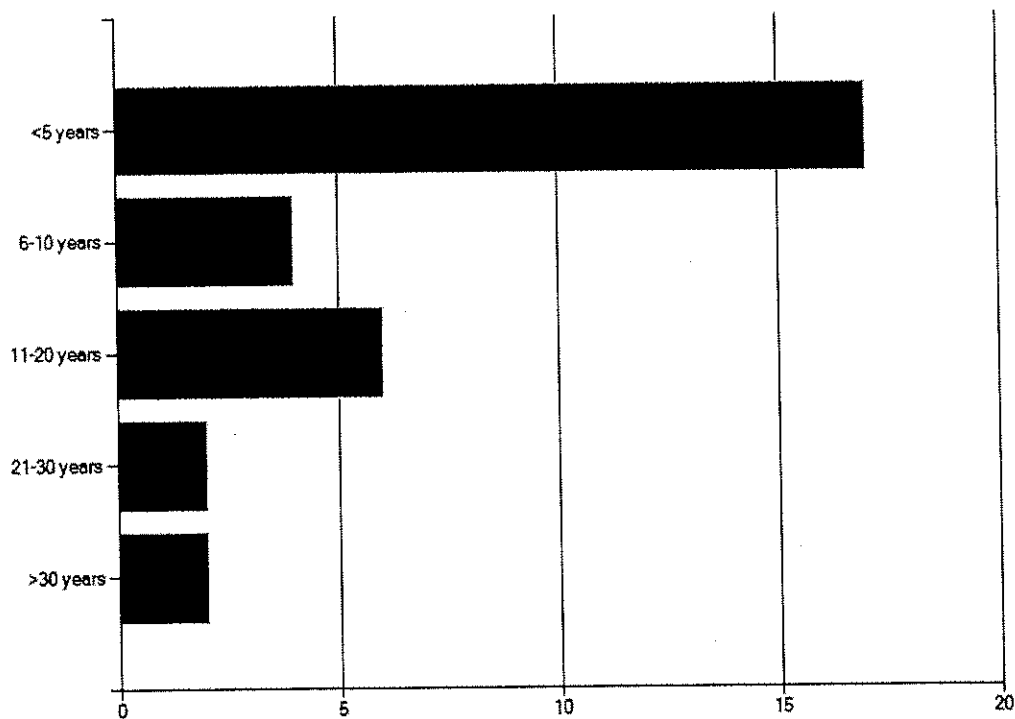
What is your preference for the following training delivery methods?



Please select the most desirable day(s) of the week for you to attend training programs.



How long have you been employed by SCDNR?

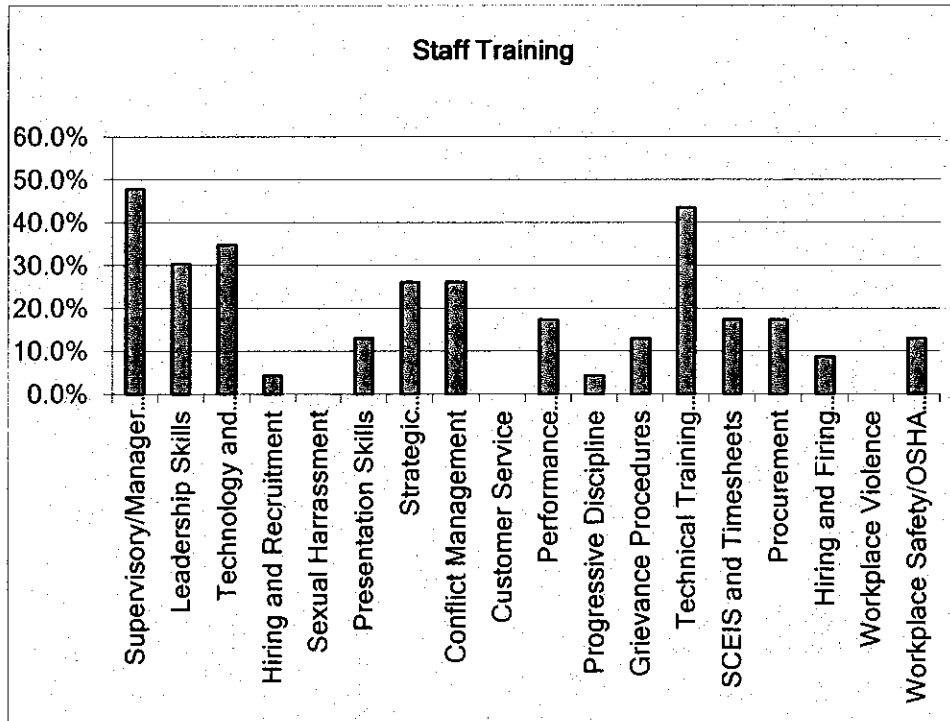


Law Enforcement Training Assessment Report

Law Enforcement Staff Training

In which of the areas listed below would YOU like to receive additional training?
Please select your top 3.

Answer Options	Response Percent	Response Count
Supervisory/Manager Skills	47.8%	11
Leadership Skills	30.4%	7
Technology and Computer Skills	34.8%	8
Hiring and Recruitment	4.3%	1
Sexual Harassment	0.0%	0
Presentation Skills	13.0%	3
Strategic Planning/Organizational Skills	26.1%	6
Conflict Management	26.1%	6
Customer Service	0.0%	0
Performance Management/EPMS Training	17.4%	4
Progressive Discipline	4.3%	1
Grievance Procedures	13.0%	3
Technical Training Specific to Career Field	43.5%	10
SCEIS and Timesheets	17.4%	4
Procurement	17.4%	4
Hiring and Firing Procedures	8.7%	2
Workplace Violence	0.0%	0
Workplace Safety/OSHA Requirements	13.0%	3
<i>answered question</i>		23
<i>skipped question</i>		0



Staff Training

What are the 3 most important TECHNICAL training needs that you would identify for your work unit or division?

GPS

Aircraft powerplant & systems operations

BUI field sobriety training

computer programs....word, excel, etc.

computer skill

Computer Skills

Computer skills

COMPUTER SKILLS

Computer Skills (EXCEL, etc)

Continued BUI Training

Courtroom procedures

Courtroom procedures for jury trial

covert operations / investigations

Defensive Tactics

drug interdiction during day to day operations

EPMS Training

epms training

ESS/MSS HR portal access

Excel Training

Firearms

Firearms Training

FLIR Training

furbearer / trapping tactics

Further Computer Skills

hand to hand combat

IFR Recurrent Training

Leadership Training

More firearms practice

more physical fitness

more time on the firing range

Motorola Mobile Two way radio repair schools

Motorola Potable radio repair

Motorola wireless Canopy/Microwave

nongame fish traps / baskets

Observation skills

Officer Safety

officer safety

OSHA Requirements for keeping the Supply Room up to code.

planning/ organization

Procurement

Procurement Procedures

Procurement/Grant Issues

Procurement Procedures on Contracts for Inventory

Quick Books Management for Inventory

SCEIS

Strategic Planning/Organizational Skills

Street Survival

supervisory / manager skills

tactical driving in these big ford trucks

Technical training specific to career field

weapons training

Wildlife related legal updates

Q3 Staff Training

Please use the space below to list any specific technical training that you would like to receive as well as any training topic not listed in Question 1 that you feel is needed for your position.

Letter Writing

Physical Fitness Standards

Physical fitness standards implemented

More firearms and defensive tactics training to improve officer safety.

How to /concealment/ camouflage

Investigative training, crime scene preservation, emergency vehicle operations training

covert operations / investigations

Regional Counterdrug Training Academy, Meridan MS (www.rcta.org)

more training via FLETC

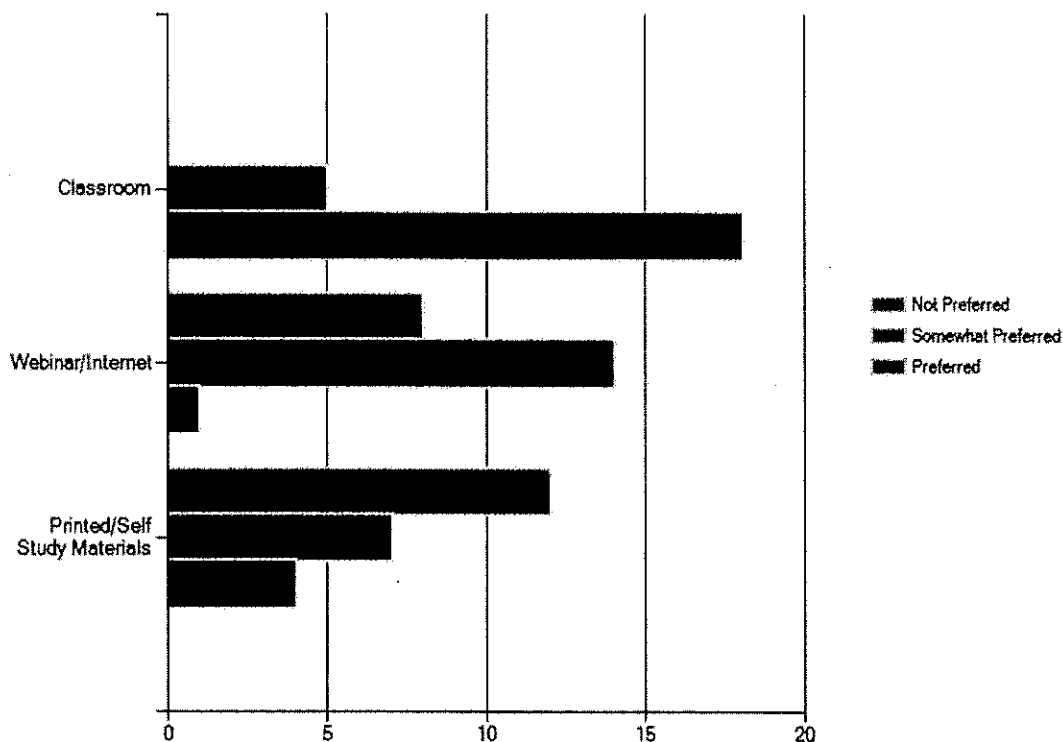
N/A

N/A

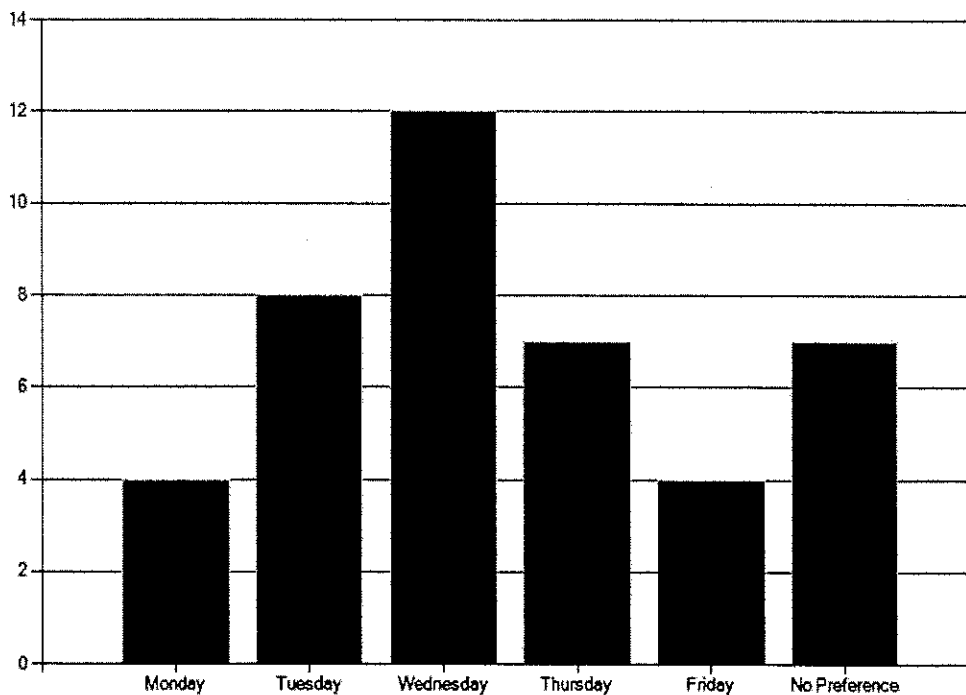
Even though we have went to SCEIS, I use Quickbooks to accurately manage my inventory. I have basic knowledge of the software but would like to better understand features about the software.

Mu suggestions are for the general staff, not myself.

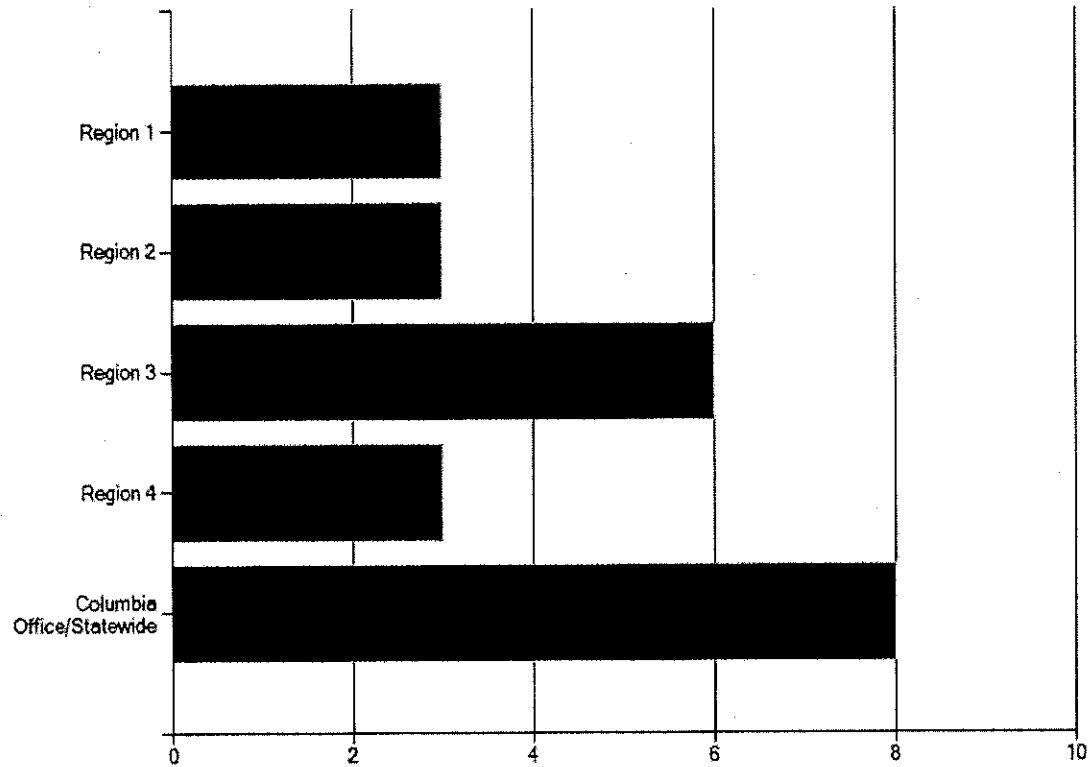
What is your preference for the following training delivery methods?



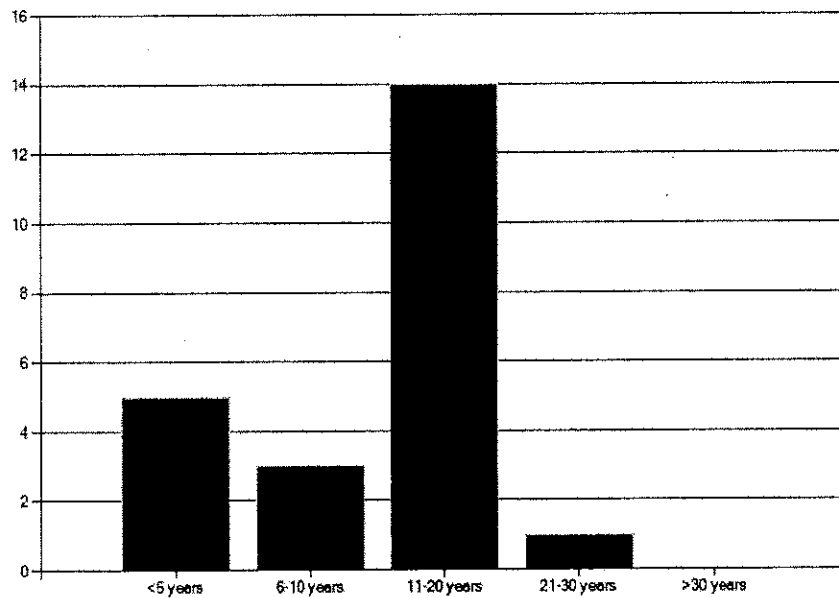
Please select the most desirable day(s) of the week for you to attend training programs.



In which area/region do you primarily work?



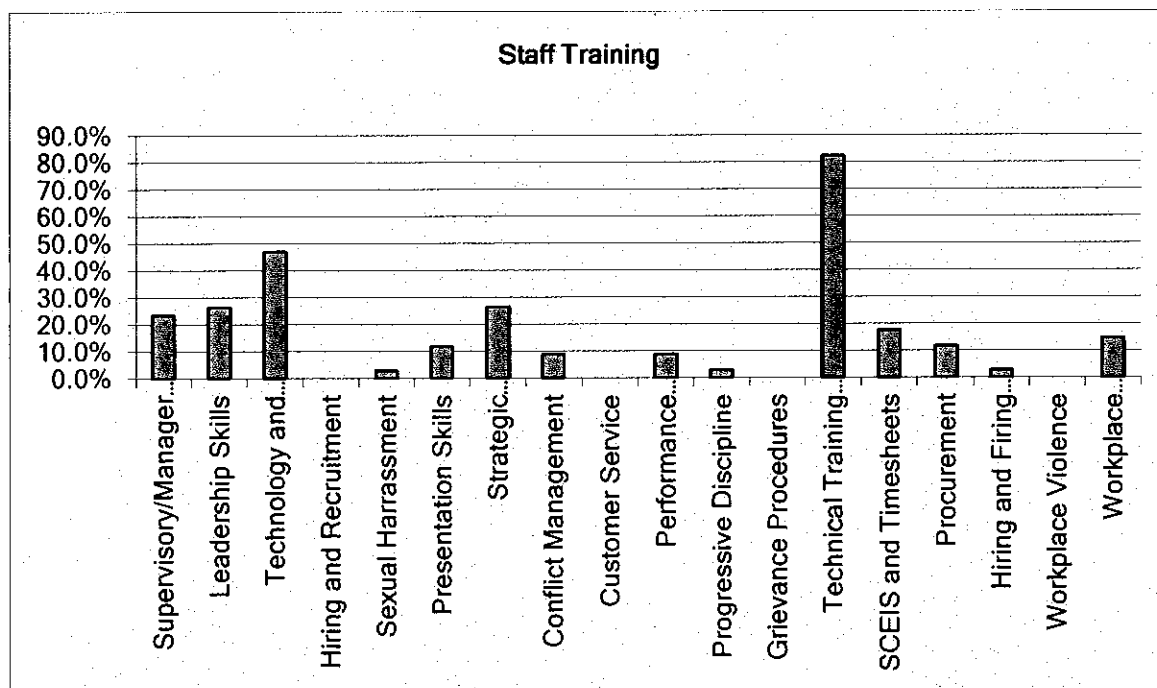
How long have you been employed by SCDNR?



Wildlife and Freshwater Fisheries Training Assessment Report

In which of the areas listed below would YOU like to receive additional training?
Please select your top 3.

Answer Options	Response Percent	Response Count
Supervisory/Manager Skills	23.5%	8
Leadership Skills	26.5%	9
Technology and Computer Skills	47.1%	16
Hiring and Recruitment	0.0%	0
Sexual Harassment	2.9%	1
Presentation Skills	11.8%	4
Strategic Planning/Organizational Skills	26.5%	9
Conflict Management	8.8%	3
Customer Service	0.0%	0
Performance Management/EPMS Training	8.8%	3
Progressive Discipline	2.9%	1
Grievance Procedures	0.0%	0
Technical Training Specific to Career Field	82.4%	28
SCEIS and Timesheets	17.6%	6
Procurement	11.8%	4
Hiring and Firing Procedures	2.9%	1
Workplace Violence	0.0%	0
Workplace Safety/OSHA Requirements	14.7%	5
answered question		34
skipped question		0



What are the 3 most important TECHNICAL training needs that you would identify for your work unit or division?

advances in small impoundment management	prescribed burning training
ArcGIS	Prescribed Fire
Basic GIS training	Prescribed Fire Management
Basic GPS training	Prioritization and Time Management
Beginners boat operation / maintenance	procurement training that staff can understand
Black bear/wildlife nuisance resolution	RCW banding training
boat maintenance and procedures	road maint.
	Safety in operation of Agricultural and Heavy Equipment
BOAT MOTOR MAINTENANCE	SCEIS
BOAT TRAILER MAINTENANCE	sceis and timesheets
Cat 5 pesticide certification	SCEIS Procurement
CDL training & certification	SCEIS Time Sheets
Chainsaw use/safety/tree felling techniques	SMALL ENGINE MAINTENANCE
computer	Species Identification
Computer skills	Spreadsheet and database training
computer skills	Statistics
DLEO training and proper equipment	Statistics
ecological modeling opportunities	Technical Paper writing
Electrical components troubleshooting	Technical training specific to career field
electrofishing boat operation	Technology and computer skills
Electrofishing safety and methodology	Timber Management
Electronics / electrical knowledge training	varies due to wide variety of job duties in this Region
erosion control	Water Quality Assessment
EXCEL	wetland delineation
Fire Pumper school	wetland laws/field delineation/forestry bmps
Fish Disease Diagnosis	Wetlands and Environmental Permitting
fish health classes	wildlife survey/population estimation techniques
Fish Identification	WORD
Forestry Applications	
Geographic Information Systems advanced training opportunities	Workplace safety
GIS - intro for new users	
GIS/ArcView	
GIS/GPS training	
Graphics software advanced training	
Herbicide Application	
herbicide applications	
hydroacoustics applications	
Interpretation of Fisheries Data	
limnology, fish biology and ecology training opportunities	
Methodology	
Microsoft office (Word, Excel, Access)	
Orienteering	
Outboard engine maintenance and repair	
Outboard motor repair and maintenance	
Pesticide Applications	
Pesticide training	

Please use the space below to list any specific technical training that you would like to receive as well as any training topic not listed in Question 1 that you feel is needed for your position.

NOT FOR MY POSITION ONLY certain staff need specific training ex. wetland delineation training, permitting, DLEO staff needs proper training and equipment, capture & immobilization & legal chemicals,

Water quality assessment

Radio tag implantation techniques in fish

BVET or GIS survey techniques

DLEO training- defensive tactics, handcuffing, shooting techniques, car stops

Wetlands ID/Delineation/environmental permitting

OSHA requirements, ADA requirements

ATV safety & operation

timber inventory/measurement/cruising

heavy equipment use/maintenance/safety/operation

Public management courses

First Aid/CPR

Training from State Office of Human Resources and Budget & Control Board specifically concerning budgets and financial operations of the state.

With limited resources onsite, we cannot determine many fish diseases and must ship them to Auburn University for diagnosis. When the state and agency's budget improves, it would be ideal if our staff could take coldwater fish disease training so that perhaps we could obtain the necessary equipment to do any diagnosis onsite.

It would be most beneficial if I could enter and track requisitions, FPRs, etc. for Region 1, as well as have the ability to monitor specific account balances and ledger transactions

The agency previously offered small classes on boat and motor maintenance. I came into the agency after they had stopped this. It would be awesome to know what to do in certain situations if you are on the water and something happens to the motor; more of a trouble-shooting class on boats and motors.

Stress Management

Various "Continuing Education" courses from Universities/Extension Services such as Clemson, UGA, Auburn, etc.; Seminars/Conferences from professional organizations such as The Wildlife Society, Society of American Foresters, Partners in Flight, National Bobwhite Technical Committee, Quality Deer Management Association, Native Plant Societies/Exotic Pest Plant Councils, Prescribed Fire Councils, etc.

Staff needs to attend professional meetings to stay up-to-date with current techniques and engaged in innovation for their production techniques.

For example:

SC Chapter of American Fisheries Society Meeting

SC Carolina Aquatic Plant Management Meeting

Use of pivot tables in Excel, Intro to GIS, Experimental design and sample size, Mussel identification workshop

Pond management, Aquatic vegetation

living in today's world with a very limited income

outboard engine repair and maintenance training

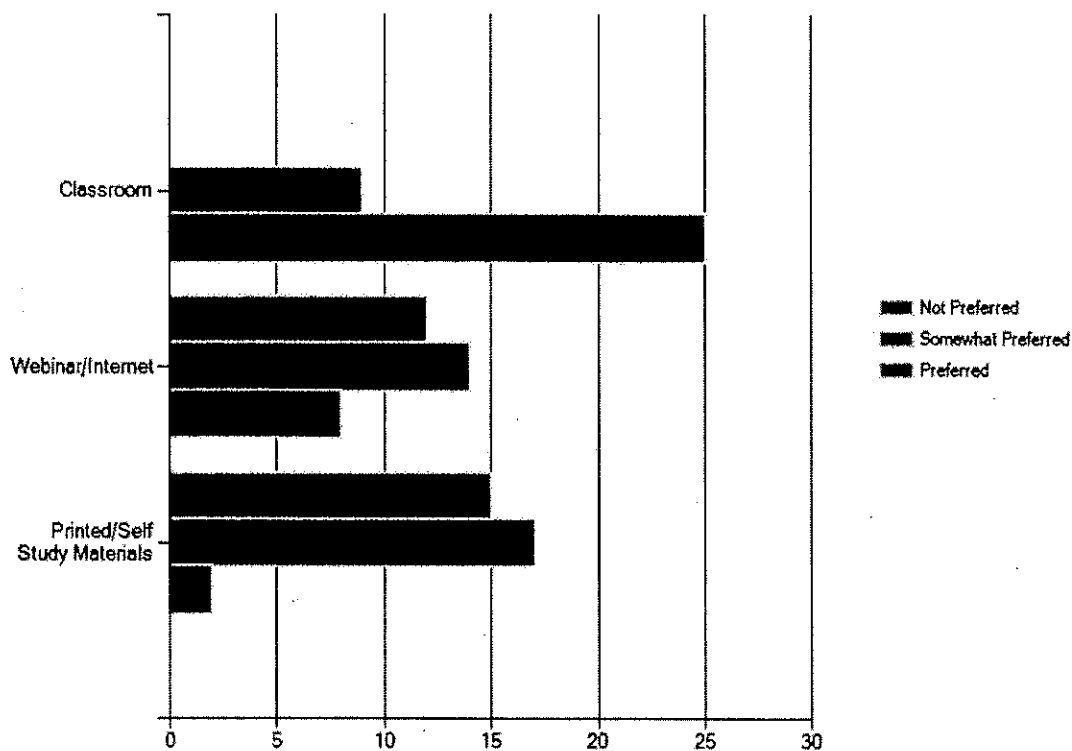
GIS skills would have been very useful in several instances. I just don't have the basic knowledge to make a map and without GIS support staff in the regional HUB office those needs go unfulfilled.

Time management and prioritization in times of reduced resources.

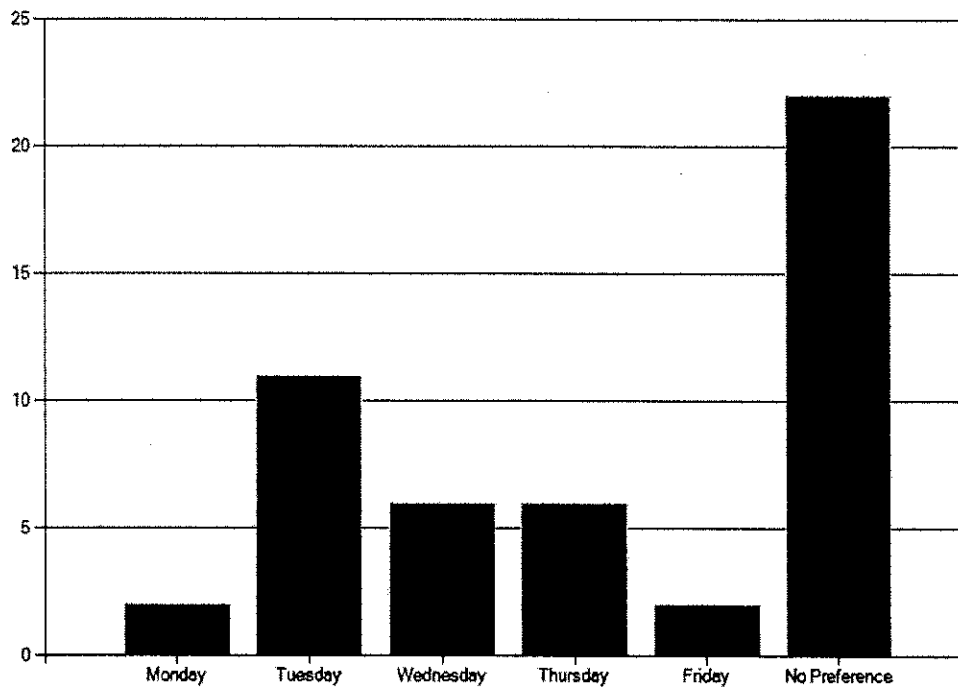
While training is key to the success of an employee, I think isolation from co-workers and colleagues from other agencies can just as detrimental as no training. The exchange of information and ideas allows employees to view challenges in different ways and find possibly a better resolution. No biologist/technician meetings, no regional meetings, or professional meetings (even those that meet every other year) will eventually cause alienation between staff. Teamwork that used to be prevalent in DNR is a rarity now.

hatchery manager classes

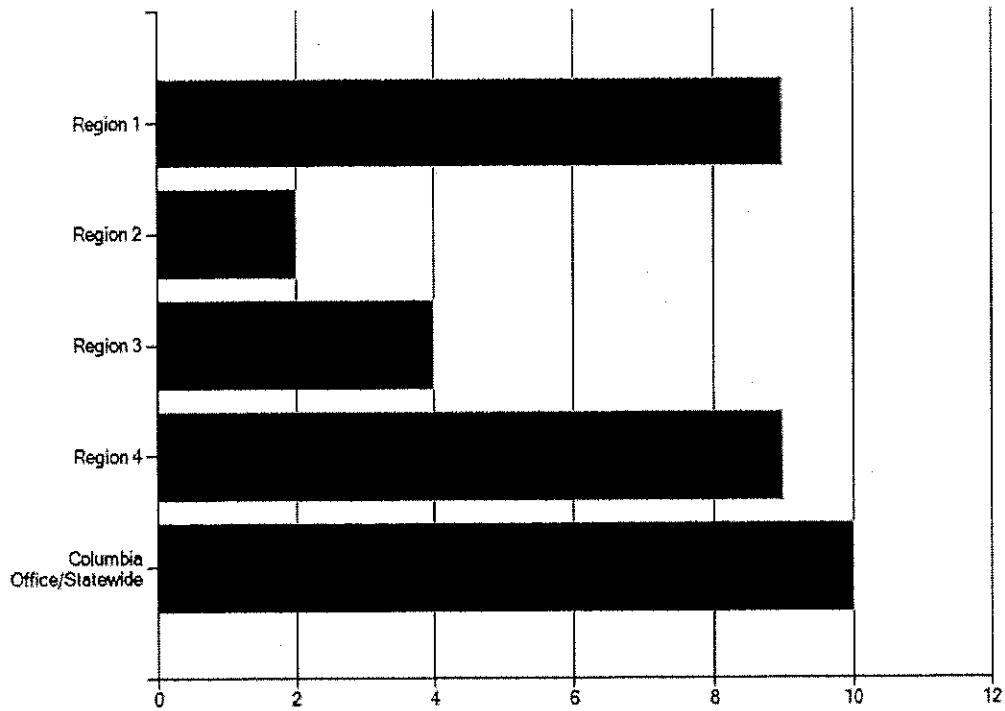
What is your preference for the following training delivery methods?



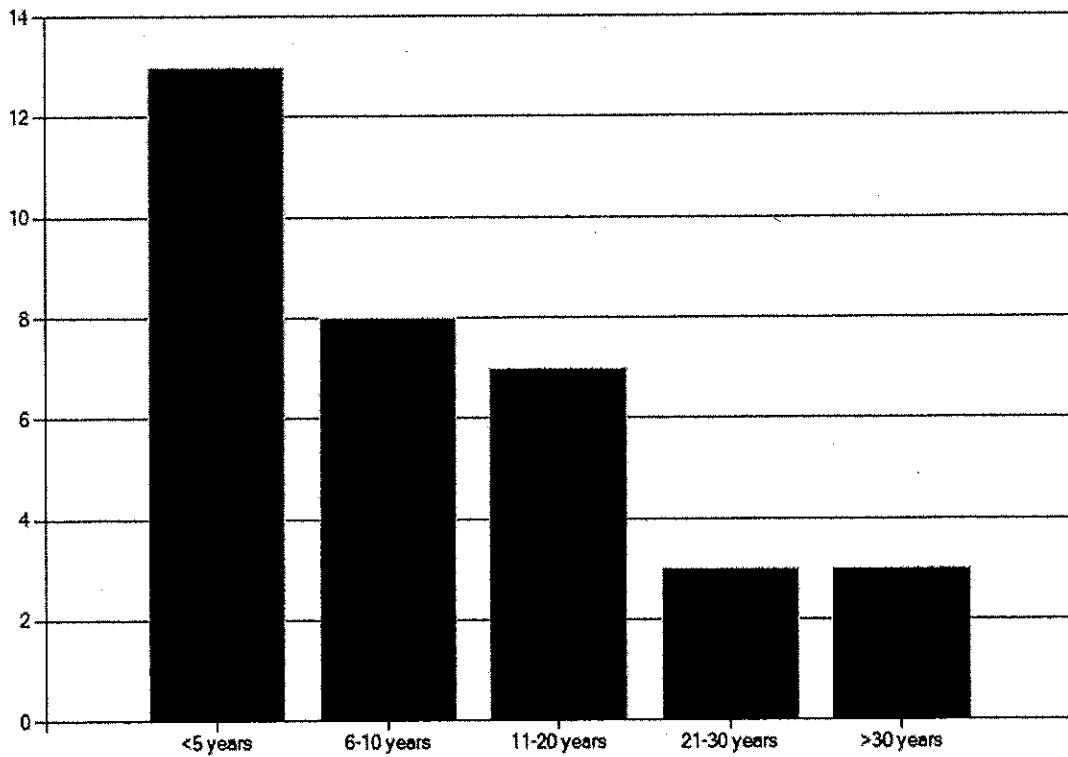
Please select the most desirable day(s) of the week for you to attend training programs.



In which area/region do you primarily work?



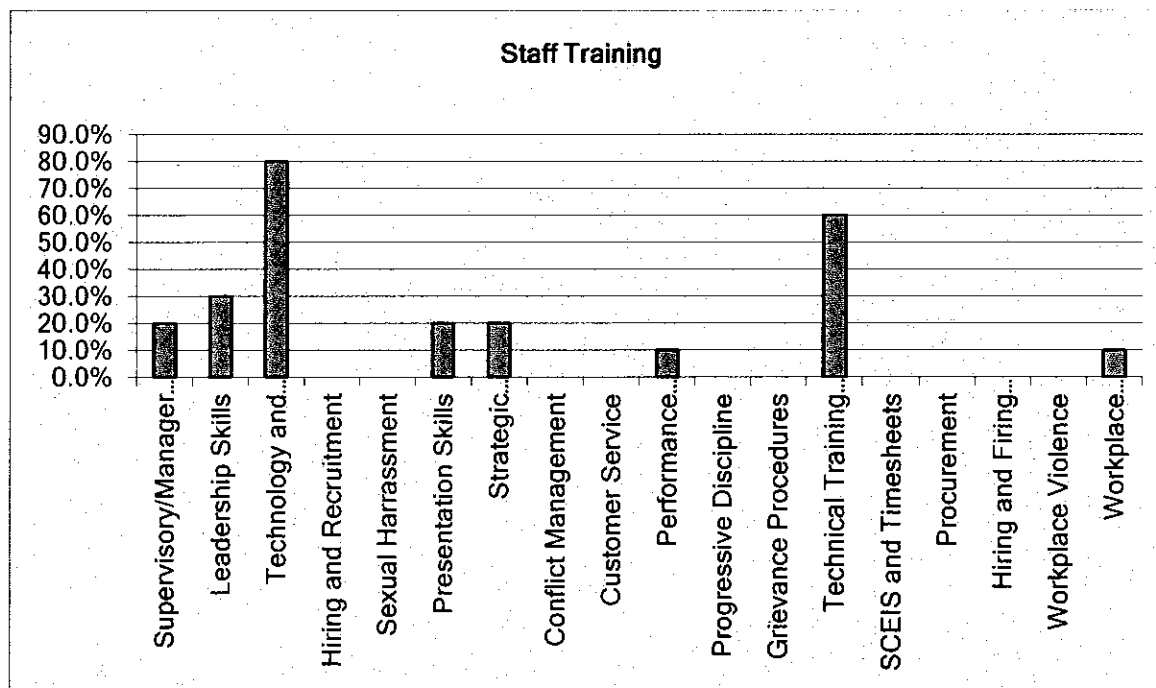
How long have you been employed by SCDNR?



Land Water and Conservation Training Assessment Report

In which of the areas listed below would YOU like to receive additional training?
Please select your top 3.

Answer Options	Response Percent	Response Count
Supervisory/Manager Skills	20.0%	2
Leadership Skills	30.0%	3
Technology and Computer Skills	80.0%	8
Hiring and Recruitment	0.0%	0
Sexual Harassment	0.0%	0
Presentation Skills	20.0%	2
Strategic Planning/Organizational Skills	20.0%	2
Conflict Management	0.0%	0
Customer Service	0.0%	0
Performance Management/EPMS Training	10.0%	1
Progressive Discipline	0.0%	0
Grievance Procedures	0.0%	0
Technical Training Specific to Career Field	60.0%	6
SCEIS and Timesheets	0.0%	0
Procurement	0.0%	0
Hiring and Firing Procedures	0.0%	0
Workplace Violence	0.0%	0
Workplace Safety/OSHA Requirements	10.0%	1
<i>answered question</i>		10
<i>skipped question</i>		0



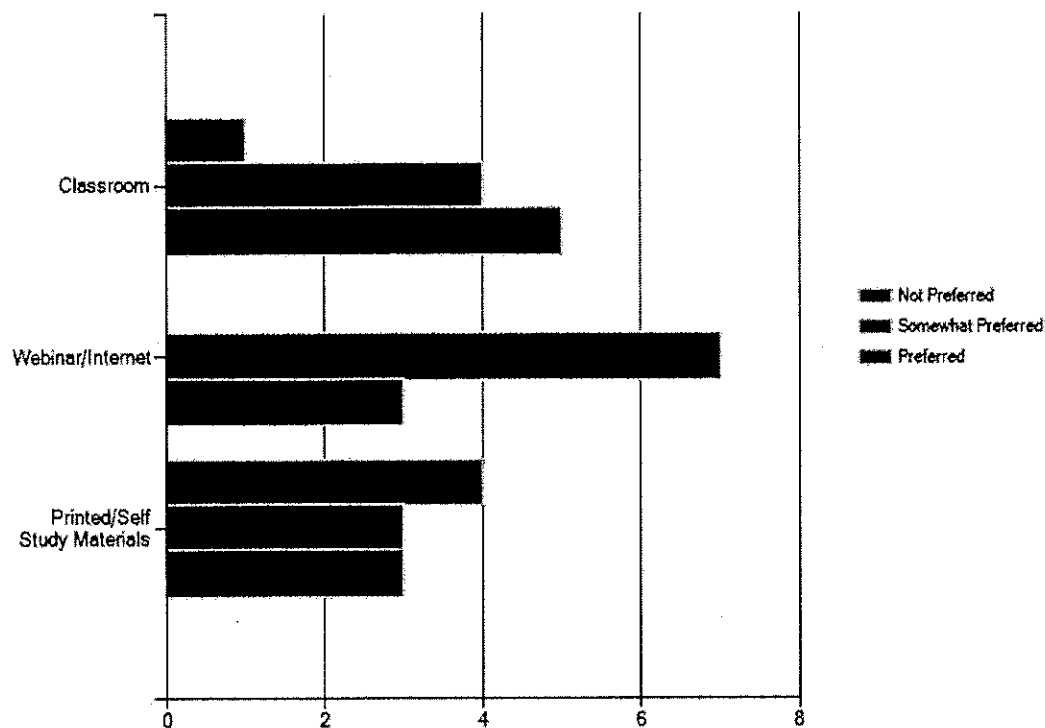
What are the 3 most important TECHNICAL training needs that you would identify for your work unit or division?

ARCVIEW GIS
Attending meetings
Climate Change
Data acquisition / data management
Data entry standards and file management protocol
database programming
Efficient data entry procedures that reduce repeated effort
Field ID of SC native animals
Finding Grants, Getting Grants, Writing Grants
GIS training
GIS: ArcMap
Grant Writing training
Herbicide application CEU's
HTML
integration of web and database functions
Oracle
Sampling & statistics for field botany / ecology
SQL query writing
Staying current with technology and trends
Use of mobile mapping applications and GPS
web programming
Workshops and field trips in my specialty

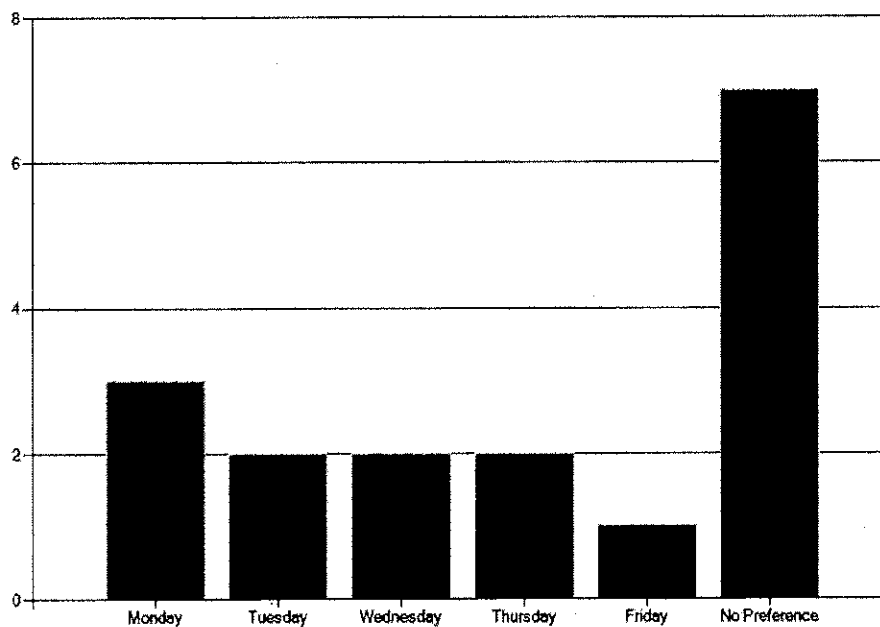
Q3. Please use the space below to list any specific technical training that you would like to receive as well as any training topic not listed in Question 1 that you feel is needed for your position.

Attend meetings, interact with other scientists, researchers, keeping up with the literature.
We need the means to record field survey data in realtime and propagate these records digitally for use in various datasets/databases without repeat keystroking.
I believe we are going to need in-house training on climate change issues, impacts and adaptation if it is going to be embraced by staff as an agency priority.
UCAR COMET Online MET Courses

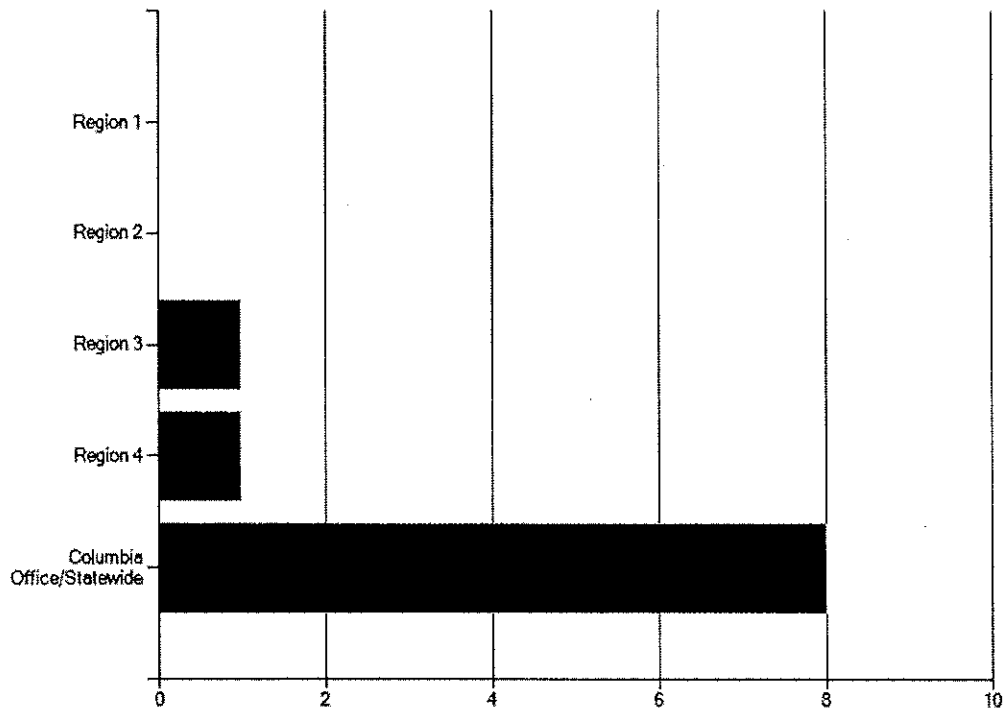
What is your preference for the following training delivery methods?



Please select the most desirable day(s) of the week for you to attend training programs.



In which area/region do you primarily work?



How long have you been employed by SCDNR?

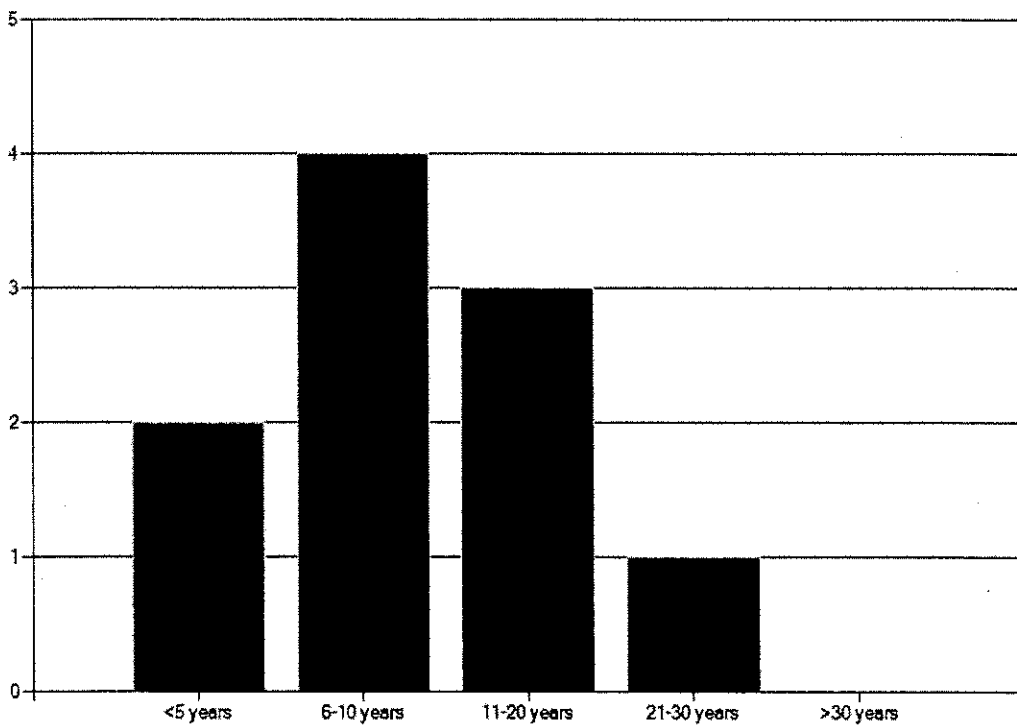


EXHIBIT K

General Funds Appropriations History

FY	General Funds Recurring
2000	28,667,654
2001	30,179,075
2002	27,112,250
2003	26,218,873
2004	20,345,591
2005	18,290,560
2006	22,003,384
2007	24,452,952
2008	26,227,381
2009	26,023,956
2010	18,860,741
2011	14,684,685
2012	14,517,799
2013	15,754,782
2014	18,799,309
2015	21,695,343
2016	23,400,322
2017	24,098,671
2018	28,563,858
Avg	23,883,177

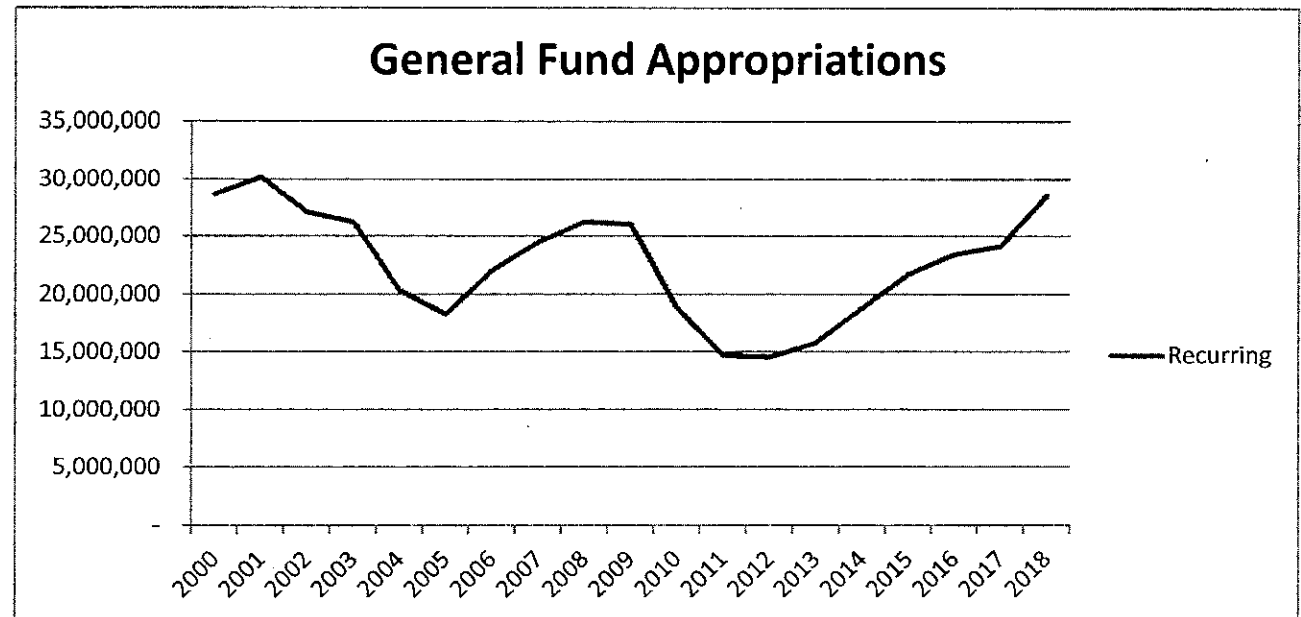


EXHIBIT L

Using Information from ONLY Members of the Southeastern Association of Fish and Wildlife Agencies (SEAFWA)

Resident License Cost
Summary Page

State	Freshwater Fishing License	Hunting License	Combo Hunting/Fishing	Turkey Tags**	State Duck Stamp	Annual Saltwater Fishing License	Temporary Saltwater Fishing License	Bear Tags	Last Time Increased	Fee/Tax
South Carolina	\$10.00	\$12.00	\$25.00	\$0.00	\$5.50	\$10.00	\$5.00	\$25.00	1985/86	fee
North Carolina	\$15.00	\$25.00	\$20.00	N/A	\$10.00	\$15.00	\$5.00	\$125.00	1987	fee
Georgia	\$9.00	\$19.00	\$17.00	N/A	\$5.50	\$9.00	\$3.50	N/A	2010	fee
Alabama	\$12.00	\$24.00	N/A	N/A	\$6.00	\$21.00	\$9.00	N/A	2008	fee
Florida	\$17.00	\$22.00	\$32.50	\$10.00	\$5.00	\$17.00	N/A	N/A	2007/08	fee
Texas	\$30.00	\$25.00	\$50.00	\$7.00	\$7.00	\$35.00	\$11.00	N/A	2010	fee
Mississippi	\$8.00	N/A	\$17.00	\$5.00	\$10.00	\$12.29	N/A	N/A	prior to 2000	fee
Arkansas	\$10.50	\$25.00	N/A	N/A	\$7.00	N/A	N/A	N/A	1997	fee
Louisiana	\$9.50	\$29.00	N/A	\$5.50	\$5.50	\$5.50	N/A	N/A	2001	fee
Virginia	\$23.00	\$46.00		N/A	\$10.00	\$12.50	\$5.00	N/A	2011	fee
West Virginia	\$24.00	\$34.00	\$35.00		N/A	N/A	N/A	\$10.00	2010	fee
Kentucky	\$20.00	\$50.00	\$30.00	\$30.00	\$15.00	N/A	N/A	\$30.00	2007	fee
Missouri	\$12.00	\$17.00	\$19.00	\$17.00	\$6.00	N/A	N/A	N/A	2004	fee
Oklahoma	\$25.00	\$52.00	\$53.00	\$10.00	\$10.00	N/A	N/A	\$101.00	2003	fee
Tennessee	\$28.00	\$56.00	\$28.00	N/A	\$33.00	N/A	N/A	N/A	2005	fee
Average	\$16.87	\$31.14	\$29.68	\$10.56	\$9.68	\$15.25	\$6.42			
Recommended	\$15.00	\$17.00	\$35.00	\$11.00	\$11.00	\$15.00	\$6.00	No Change		
Units Sold 7/1/10 - 6/30/11	204,481	21,631	85,177	26,192	39,129	127,163	16,600			
Potential Revenue	\$1,022,405.00	\$108,155.00	\$851,770.00	\$288,112.00	\$215,209.50	\$635,815.00	\$16,600.00	TOTAL POTENTIAL REVENUE		\$3,138,066.50

74% of duck hunters already approve of an increase

*Combo License increased from \$20 to \$25 in 2003

** Based on electronic issued tags

State Duck Stamp category is the potential merger of the Migratory Bird Permit and Duck Stamp to be call the Migratory Game Bird Permit

If Lakes and Reservoir Permit is retained it is suggested to increase from \$3 to \$5

Shooting Preserve License is suggested to increase from \$8.50 to \$10

Recommend all temporary fishing (freshwater and saltwater) license have a 5 day duration

rev 7/17/12

Using Information from ONLY Members of the Southeastern Association of Fish and Wildlife Agencies (SEAFWA)

Non-Resident License Cost Summary Page

State	Freshwater Fishing License	Hunting License	Combo Hunting/Fishing	Turkey Tags*	State Duck Stamp	Saltwater Fishing License	Temporary Saltwater Fishing License	Bear Tags	Last Time Increased	Fee/Tax
South Carolina	\$35.00	\$225.00	N/A	\$0.00	\$5.50	\$35.00	\$11.00	\$100.00	2003	fee
North Carolina	\$30.00	\$225.00	N/A	N/A	\$10.00	\$30.00	\$10.00	\$125.00	1987	fee
Georgia	\$45.00	\$295.00	N/A	N/A	\$5.50	\$45.00	\$22.50	N/A	2010	fee
Alabama	\$46.00	\$275.00	N/A	N/A	\$6.00	\$45.00	\$25.00	N/A	2008*	fee
Florida	\$47.00	\$156.50	N/A	\$125.00	\$5.00	\$47.00	\$30.00	N/A	2007/08	fee
Texas	\$58.00	\$315.00	N/A	\$126.00	\$7.00	\$63.00	\$16.00	N/A	2010	fee
Mississippi	\$50.00	\$300.00	N/A	\$20.00	\$15.00	\$34.29	\$18.29	N/A	prior to 2000	fee
Arkansas	\$40.00	\$300.00	N/A	N/A	\$20.00	N/A	N/A	N/A	2006	fee
Louisiana	\$60.00	\$300.00	N/A	\$20.50	\$25.00	\$30.00	\$17.50	N/A	2001	fee
Virginia	\$47.00	\$197.00	N/A	N/A	\$10.00	\$25.00	\$10.00	N/A	2011	fee
West Virginia	\$50.00	\$175.00	N/A	\$32.00	N/A	N/A	N/A	\$172.00	2010	fee
Kentucky	\$50.00	\$190.00	N/A	\$60.00	\$15.00	N/A	N/A	N/A	2007	fee
Missouri	\$42.00	\$225.00	N/A	\$190.00	\$6.00	N/A	N/A	N/A	2009	fee
Oklahoma	\$55.00	\$280.00	N/A	\$10.00	\$10.00	N/A	N/A	\$506.00	2011	fee
Tennessee	\$41.00	\$251.00	N/A	N/A	\$2.00	N/A	N/A	N/A	2005	fee
Average	\$46.40	\$247.30	N/A	\$64.83	\$10.14	\$39.37	\$17.81			
Recommended	\$40.00	No change	No change	\$16.00	\$16.00	\$40.00	\$16.00	No change		
Units Sold 7/1/10 -	20,414	12,382	N/A	2,777	2,795	12,821	62,253			
Potential Revenue	\$102,070.00			\$44,432.00	\$29,347.50	\$64,105.00	\$311,265.00	TOTAL POTENTIAL REVENUE		\$551,219.50

*South Carolina - Nonresidents are required to purchase a \$100 Big Game Permit for deer or turkey hunting number based on electronic issued tags

State Duck Stamp category is the potential merger of the Migratory Bird Permit and Duck Stamp to be call the Migratory Game Bird Permit

Shooting Preserve License is suggested to increase from \$8.50 to \$10

Recommend all temporary fishing (freshwater and saltwater) license have a 5 day duration

rev 7/17/12

South Carolina

DNR's 10.27.17

License	Resident		Nonresident	
	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	State Hunting License	\$12.00	State Hunting License	\$125.00
	Big Game Permit	\$6.00	Big Game Permit	\$100.00
Turkey	State Hunting License	\$12.00	State Hunting License	\$125.00
	Big Game Permit	\$6.00	Big Game Permit	\$100.00
Bear	State Hunting License	\$12.00	State Hunting License	\$125.00
	Big Game Permit	\$6.00	Big Game Permit	\$100.00
	Bear Tag	\$25.00	Bear Tag	\$100.00
Duck Stamp		\$5.50		\$5.50
Combo		\$25.00	N/A	
Freshwater Fishing		\$10.00		\$35.00
Saltwater Fishing	Annual Resident License	\$10.00	Annual Nonresident License	\$35.00
	Temporary Resident (14 day @ .36 per day)	\$5.00	Temporary Nonresident (14-day @ .78 per day)	\$11.00

North Carolina					DNR's 10.27.17
License	Resident		Nonresident		Fee
	Requirements	Fee	Requirements	Fee	
Hunting (Antlered Deer)	State Hunting License	\$15.00	State Hunting License		\$125.00
	Big Game Privilege	\$10.00	Big Game Privilege		\$100.00
Turkey	State Hunting	\$15.00	State Hunting		\$125.00
	Big Game Privilege	\$10.00	Big Game Privilege		\$100.00
Bear	State Hunting	\$15.00	State Hunting		\$125.00
	Big Game	\$10.00	Big Game		\$100.00
			Bear/Wild Boar Hunting		\$125.00
Duck Stamp		\$10.00			\$10.00
Combo		\$20.00			N/A
Freshwater Fishing		\$15.00			\$30.00
Saltwater Fishing	Annual Resident License	\$15.00	Annual Nonresident License		\$30.00
	Temporary Resident (10-day @ .50 per day)	\$5.00	Temporary Nonresident (10-day @ 1.00 per day)		\$10.00

Georgia

DNR's 10.27.17

License	Resident		Nonresident	
	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Hunting	\$10.00	Hunting & Fishing	\$100.00
	Big Game	\$9.00	Big Game	\$195.00
Turkey	Hunting	\$10.00	Hunting & Fishing	\$100.00
	Big Game	\$9.00	Big Game	\$195.00
Bear	Hunting	\$10.00	Hunting & Fishing	\$100.00
	Big Game	\$9.00	Big Game	\$195.00
Duck Stamp		\$5.50		\$5.50
Combo		\$17.00		\$100.00
Freshwater Fishing		\$9.00		\$45.00
Saltwater Fishing	Annual Resident	\$9.00	Annual Nonresident	\$45.00
	Temporary Resident (1-day @ 3.50 per day)	\$3.50	Temporary Nonresident (3-day @ 7.50 per day)	\$22.50

Alabama					DNR's 10.27.17
Resident			Nonresident		
License	Requirements	Fee	Requirements	Fee	
Hunting (Antlered Deer)	All Game Hunting	\$24.00	All Game Hunting	\$275.00	
Turkey	All Game Hunting	\$24.00	All Game Hunting	\$257.00	
Bear	N/A		N/A		
Duck Stamp		\$6.00		\$6.00	
Combo	N/A		N/A		
Freshwater Fishing		\$12.00		\$46.00	
Saltwater Fishing	Annual Resident	\$21.00	Annual Nonresident	\$45.00	
	Temporary Resident (7-day@1.28 per day)	\$9.00	Temporary Nonresident (7-day@3.50 per day)	\$25.00	

Florida

DNR's 10.27.17

License	Resident		Nonresident	
	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Annual Hunting	\$17.00	Annual Hunting	\$151.50
	Deer Permit	\$5.00	Deer Permit	\$5.00
Turkey	Annual Hunting	\$17.00	Annual Hunting	\$151.50
	Turkey Permit	\$10.00	Turkey Permit	\$125.00
Bear	N/A		N/A	
Duck Stamp		\$5.00		\$5.00
Combo		\$32.50	N/A	
Freshwater Fishing		\$17.00		\$47.00
Saltwater Fishing	Annual Resident	\$17.00	Annual Nonresident	\$47.00
			Temporary Nonresident (7-day@4.28 per day)	\$30.00

Texas

DNR's 10.27.17

License	Resident		Nonresident	
	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Resident Hunting	\$25.00	Nonresident General Hunting	\$315.00
Turkey	Upland Game Bird Stamp Endorsement	\$7.00	Nonresident Spring Turkey License	\$126.00
Bear	N/A		N/A	
Duck Stamp		\$7.00		\$7.00
Combo		\$50.00		
Freshwater Fishing		\$30.00		\$58.00
Saltwater Fishing	Annual Resident	\$35.00	Annual Nonresident	\$63.00
	Temporary Resident (1-day @ 11.00 per day)	\$11.00	Temporary Nonresident (1-day @ 16.00 per day)	\$16.00

Mississippi					DNR's 10.27.17
Resident			Nonresident		
License	Requirements	Fee	Requirements	Fee	
Hunting (Antlered Deer)	All Game Hunting/Freshwater Fishing	\$17.00	All Game Hunting	\$300.00	
Turkey	All Game Hunting/Freshwater Fishing	\$17.00	All Game Hunting	\$300.00	
	Turkey Permit	\$5.00	Turkey Permit	\$20.00	
Bear	N/A		N/A		
Duck Stamp		\$10.00		\$15.00	
Combo		\$17.00			
Freshwater Fishing		\$8.00		\$50.00	
Saltwater Fishing	Annual Resident	\$12.29	Annual Nonresident	\$34.29	
			Temporary Nonresident (3 day@ 6.10 per day)	\$18.29	

Arkansas				
	Resident		Nonresident	
License	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Resident Sportsman's License	\$25.00	Nonresident All Game Hunting License	\$300.00
Turkey	Resident Sportsman's License	\$25.00	Nonresident All Game Hunting License	\$300.00
Bear	Resident Sportsman's License	\$25.00	Nonresident All Game Hunting License	\$300.00
Duck Stamp		\$7.00		\$20.00
Combo				
Freshwater Fishing		\$10.50		\$40.00
Saltwater Fishing	N/A		N/A	

Louisiana					DNR's 10.27.17	
Resident			Nonresident			
License	Requirements	Fee	Requirements		Fee	
Hunting (Antlered Deer)	Basic Season	\$15.00	Basic Season		\$150.00	
	Big Game	\$14.00	Big Game		\$150.00	
Turkey	Basic Season	\$15.00	Basic Season		\$150.00	
	Big Game	\$14.00	Big Game		\$150.00	
	Louisiana Wild Turkey	\$5.50	Louisiana Wild Turkey		\$20.50	
Bear	N/A		N/A			
Duck Stamp		\$5.50			\$25.00	
Combo	N/A		N/A			
Freshwater Fishing		\$9.50			\$60.00	
Saltwater Fishing	Annual Resident	\$5.50	Annual Nonresident		\$30.00	
			Temporary Nonresident (1-day @ 17.50 per day)		\$17.50	

Virginia					DNR's 10.27.17
Resident			Nonresident		
License	Requirements	Fee	Requirements	Fee	
Hunting (Antlered Deer)	Hunting License	\$23.00	Nonresident Hunting License	\$111.00	
	Bear, Deer, Turkey License	\$23.00	Bear, Deer, Turkey License	\$86.00	
Turkey	Hunting License	\$23.00	Nonresident Hunting License	\$111.00	
	Bear, Deer, Turkey License	\$23.00	Bear, Deer, Turkey License	\$86.00	
Bear	Hunting License	\$23.00	Nonresident Hunting License	\$111.00	
	Bear, Deer, Turkey License	\$23.00	Bear, Deer, Turkey License	\$86.00	
Duck Stamp		\$10.00		\$10.00	
Combo	N/A		N/A		
Freshwater Fishing		\$23.00		\$47.00	
Saltwater Fishing	Annual Resident License	\$12.50	Annual Nonresident License	\$25.00	
	Temporary Resident (10-day @ .50 per day)	\$5.00	Temporary Nonresident (10-day@1.00 per day)	\$10.00	

West Virginia				
Resident			Nonresident	
License	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Conservation Stamp	\$5.00	Conservation/Law Enforcement Stamp	\$13.00
	Hunting and Trapping License	\$19.00	Hunting and Trapping License	\$119.00
	Big Game	\$10.00	Additional Firearms Deer Stamp	\$43.00
Turkey	Conservation Stamp	\$5.00	Conservation/Law Enforcement Stamp	\$13.00
	Hunting and Trapping License	\$19.00	Hunting and Trapping License	\$119.00
	Big Game	\$10.00	Turkey Stamp	\$32.00
Bear	Conservation Stamp	\$5.00	Conservation/Law Enforcement Stamp	\$13.00
	Hunting and Trapping License	\$19.00	Hunting and Trapping License	\$119.00
	Big Game	\$10.00	Bear Stamp	\$162.00
	Bear Damage Stamp	\$10.00	Bear Damage Stamp	\$10.00
Duck Stamp	N/A		N/A	
Combo		\$35.00	N/A	
Freshwater Fishing	Conservation Stamp	\$5.00	Conservation/Law Enforcement Stamp	\$13.00
	Fishing License	\$19.00	Fishing License	\$37.00
Saltwater Fishing				

Kentucky				
Resident			Nonresident	
License	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Resident Hunting	\$20.00	Nonresident Hunting (Annual)	\$130.00
	Resident Deer Permit	\$30.00	Nonresident Deer Permit	\$60.00
Turkey	Resident Hunting	\$20.00	Nonresident Hunting	\$130.00
	Spring Turkey Permit	\$30.00	Spring Turkey Permit	\$60.00
Bear	Resident Hunting	\$20.00	N/A	
	Bear Permit	\$30.00		
Duck Stamp		\$15.00		\$15.00
Combo		\$30.00	N/A	
Freshwater Fishing	Resident Fishing	\$20.00	Nonresident Fishing	\$50.00
Saltwater Fishing	N/A		N/A	

Oklahoma				
Resident			Nonresident	
License	Requirements	Fee	Requirements	Fee
Hunting (Antlered Deer)	Resident Hunting	\$32.00	Nonresident Deer Gun	\$280.00
	Deer Gun License	\$20.00		
Turkey	Resident Hunting	\$32.00	Nonresident Hunting	\$176.00
	Spring Turkey License	\$10.00	Spring Turkey License	\$10.00
Bear	Bear License	\$101.00	Nonresident Bear	\$506.00
Duck Stamp		\$10.00		\$10.00
Combo		\$53.00	N/A	
Freshwater Fishing		\$25.00		\$55.00
Saltwater Fishing	N/A		N/A	

Tennessee					DNR's 10.27.17
Resident			Nonresident		
License	Requirements	Fee	Requirements	Fee	
Hunting (Antlered Deer)	Hunting and Fishing Combo	\$28.00	Annual Hunting - All Game	\$251.00	
	Annual big Game Gun Supplemental	\$28.00			
Turkey	Hunting and Fishing Combo	\$28.00	Annual Hunting - All Game	\$251.00	
	Annual big Game Gun Supplemental	\$28.00			
Bear	Hunting and Fishing Combo	\$28.00	Annual Hunting - All Game	\$251.00	
	Annual big Game Gun Supplemental	\$28.00			
Duck Stamp	Waterfowl Supplemental License	\$31.00	Migratory Bird Permit	\$2.00	
	Migratory Bird Permit	\$2.00			
Combo		\$28.00	N/A		
Freshwater Fishing	Annual Hunting and Fishing combo	\$28.00	Annual Fishing - no trout	\$41.00	
Saltwater Fishing	N/A		N/A		

Missouri					DNR's 10.27.17
Resident			Nonresident		
License	Requirements	Fee	Requirements	Fee	
Hunting (Antlered Deer)	resident Firearms Any Deer Hunting	\$17.00	Nonresident Firearms Any Deer	\$225.00	
Turkey	Resident Spring Turkey Hunting	\$17.00	Nonresident spring Turkey	\$190.00	
Bear	N/A		N/A		
Duck Stamp		\$6.00		\$6.00	
Combo		\$19.00	N/A		
Freshwater Fishing		\$12.00		\$42.00	
Saltwater Fishing	N/A		N/A		

Maryland				
Resident			Nonresident	
License	Requirements	Fee	Requirements	Fee
Saltwater Fishing	Annual Resident	\$15.00	Annual Nonresident	\$15.00
	Temporary Resident (7-day @ .86 per day)	\$6.00	Temporary Nonresident (7-day @ 1.71 per day)	\$12.00

Licenses

License ID	License Description	License Cost
RF12	Annual Charter Vessel License 1-6 Passengers	\$150.00
RF14	Annual Charter Vessel License 7-49 Passengers	\$250.00
RF16	Annual Charter Vessel License 50+ Passengers	\$350.00
RF18	Annual Saltwater Public Fishing Pier 100' or less	\$150.00
RF19	Annual Saltwater Public Fishing Pier more than 100'	\$350.00
SW01	Commercial Saltwater Fishing License (Res)	\$25.00
SW02	Commercial Saltwater Fishing License (Non Res)	\$300.00
SW03	Channel Net (Res)	\$250.00
SW04	Crab Pots (Res)	\$25.00
SW05	Crab Pots (Non Res)	\$125.00
SW06	Crab Pots - Additional Pots (Res)	\$1.00
SW07	Crab Pots - Additional Pots (Non Res)	\$5.00
SW08	Drag Dredge (Res)	\$75.00
SW09	Drag Dredge (Non Res)	\$375.00
SW10	Elver/Fyke Net (Res)	\$10.00
SW11	Elver/Fyke Net (Non Res)	\$50.00
SW12	Gill Net (Res)	\$10.00
SW13	Gill Net (Non Res)	\$50.00
SW14	Handheld Equipment (Res)	\$0.00
SW15	Handheld Equipment (Non Res)	\$0.00
SW16	Haul Seine Net (Res)	\$10.00
SW17	Haul Seine Net (Non Res)	\$50.00
SW18	Herring Net (Res)	\$10.00
SW19	Herring Net (Non Res)	\$50.00
SW20	Mechanical Equipment (Res)	\$125.00
SW21	Mechanical Equipment (Non Res)	\$625.00
SW22	Minnow Traps (Res)	\$25.00
SW23	Minnow Traps (Non Res)	\$125.00
SW24	Misc Pots/traps (Res)	\$25.00
SW25	Misc Pots/traps (Non Res)	\$125.00
SW26	Misc Pots/traps - Additional Pots/Traps (Res)	\$1.00
SW27	Misc Pots/traps - Additional Pots/Traps (Non Res)	\$5.00
SW28	Other Equipment (Res)	\$10.00
SW29	Other Equipment (Non Res)	\$50.00
SW30	Shad Net (Res)	\$10.00
SW31	Shad Net (Non Res)	\$50.00
SW32	State Shellfish Grounds (Res)	\$75.00
SW33	State Shellfish Grounds (Non Res)	\$375.00
SW36	Trawl Net (Res)	\$125.00
SW37	Trawl Net (Non Res)	\$300.00
SW38	Trotlines (Res)	\$10.00
SW39	Trotlines (Non Res)	\$50.00

Licenses

SW40	Bait Dealer (Res)	\$25.00
SW41	Bait Dealer (Non Res)	\$125.00
SW42	Wholesale Dealer (Res)	\$100.00
SW43	Wholesale Dealer (Non Res)	\$500.00
SW44	Wholesale Dealer-Peeler Crab License (Res)	\$75.00
SW45	Wholesale Dealer-Peeler Crab License (Non Res)	\$375.00
SW46	Wholesale Dealer-Shellfish License (Res)	\$10.00
SW47	Wholesale Dealer-Shellfish License (Non Res)	\$50.00
SW54	Minnow Traps-Additional (Res)	\$1.00
SW55	Minnow Traps-Additional (Non Res)	\$5.00
SW59	Other Equipment Cast Net (Res)	\$10.00
SW60	Other Equipment Cast Net (Non Res)	\$50.00

PERMITS

Permit ID	Permit Description	Permit Cost
AH	After Hours- harvest shellfish on culture permit after hours	\$0
BT	Blue Crab Trawl- harvest blue crabs via trawl commercially	\$0
CS	Clams Out of Season (Culture Permits)-harvest of clams out of season; culutre	\$0
CS	Clams Out of Season (Mariculture Permits)- harvest of clams out of season; maricul	\$0
CD	Commercial Display- permit authorizing collection and live display	\$0
C	Culture Permits- permitted grounds managed by fisherman	\$5/ acre
CH	Culture Harvest - harvesting shellfish commercially form culture permit	\$0
EH	Early Harvest- shellfish	\$0
EH	Early Harvest- mussels	\$0
EDN	Elver Dip Net- harvesting elvers commercially using a dip net	\$0
EFN	Elver Fyke Nets- harvesting elvers commercially using a fyke net	\$0
EPR	Eel Pot Recreational- harvesting eel recreationally using a pot	\$0
EPC	Eel Pot Commercial- harvesting eel commerically using a pot	\$0
ET	Educational Trawl- permit to trawl for educational purposes; not commercial	\$0
EDR	Educational Dredge- permit to dredge for educational purposes; not commercial	\$0
ED	Educational- activity that would outside of normal activities not for commercial purpose	\$0
ES	Escalator- use of mechanical equipement for commercial purpose; shellfish	\$0
EX	Experimental- activity that would be outside of normal activities for commercial purpose	\$0
EP	Exploratory- authorized to explore specified area for commerical purposes	\$0
FT	Finfish Trawl- trawlign for finfish for a commercial purpose	\$0
GF	Gamefish- possession of gamefish undersized or over the bag limit	\$0
HG	Hand Gather- hand harvesting shellfish in specified area for commercial purpose	\$0
HH	Horseshoe Crab Harvest- permitted to harvest horshoecrabs for biomedical purpose	\$0
HP	Horseshoe Crab Possesion- possession of horseshoe crabs received from harveste	\$0
HCE	Horseshoe Crab Educational- possession of horseshoe crabs for educational purpos	\$0
HT	Horseshoe Crab Trawl- trawling for horseshoe crabs	\$0
HGR	Herring Gill Net Recreational- harvesting herring recreationally with gill net	\$0
HGC	Herring Gill Net Commercial- harvesting herring commercially with gill net	\$0
HCC	Herring Cast Net Commercial- harvesting herring commercially with cast net	\$0
II	Indigenous Importation- importation of shellfish from out of state	\$0
JT	Jellyfish Trawl- trawling for jellyfish	\$0

PERMITS

M	Mariculture Permit- permitted grounds managed by fishermen	\$5/ acre
JR	Joint Relay- shellfish relay from restricted waters to approved	\$0
PT	Patent Tongs- shellfish harvest	\$0
SGR	Shad Gill Net Recreational- harvesting shad recreationally using gill net	\$0
SGC	Shad Gill Net commercial- harvesting shad commercially using gill net	\$0
SC	Scientific Collecting Permit- permits issued for research; universities/ agencies	\$10
SCP	Scientific Collection- Diamondback Terrapin, Sturgeon, etc)	\$0
SRM	Seed Removal- Shellfish	\$0
SR	Scratch Rake - Shellfish specific areas (S222, S217)	\$0
SK	Shark - Commercial shark harvest	\$0
SC	Sponge Crab Possession- importation of sponge crab for dealers	\$0
UBC	Undersized Blue Crab - mariculture operators for undersized blue crabs	\$0
UO	Undersized Oysters- undersized oysters on culture/ mariculture permits	\$0
US	Undersized Clams - Mariculture clams undersized	\$0
WS	Washed Shell- moving washed shell	\$0
WT	Whelk Trawl- trawling for whelk	\$0

PERMITS

NOTES

Fee Dates

2203.4 acres/ \$11,017 rent

PERMITS

1044.5 acres/ \$5,222.50 rent


FY 2011

EXHIBIT M

Contract #440001521

Ship Maintenance & Repair/Crane

Vendor: Metal Trades
Contract Term: March 7, 2017 - September 5, 2017
Contract Amount: \$456,279

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid</p>	<p>Solicitation: 5400012690 Date Issued: 01/18/2017 Procurement Officer: KRISTEN MOSS Phone: (803) 737-2772 E-Mail Address: kgordon@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</p>
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DESCRIPTION: **SHIP MAINTENANCE AND REPAIR**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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

SUBMIT OFFER BY (Opening Date/Time): **02/02/2017 11:00 A.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **01/25/2017 5:00 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE BIDDING PREFERRED.**

If submitting paper, One (1) original and One (1) electronic copy

<p>CONFERENCE TYPE: Not Applicable DATE & TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 02/15/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>

<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ </p> <p> <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) </p>		
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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)
	<div style="text-align: right;">Area Code -</div> <div>Number - Extension Facsimile</div> <div style="text-align: right;">E-</div> <div>mail Address</div>

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

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 – Preferences do not apply. See Page 13, SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)

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I. SCOPE OF SOLICITATION

The purpose of this solicitation is to establish a service provider for the dry-dock or haul of the 110' *R/V Palmetto*, SCDNR, MRD's offshore research vessel, purchase and install one (1) each articulating, folding, hydraulic, knuckle-boom crane, and purchase and install one (1) each hydraulic power unit (HPU) for the South Carolina Department of Natural Resources, Marine Resources Division (SCDNR, MRD).

The *R/V Palmetto* vessel is made of steel and powered by twin 600 HP diesel engines. The vessel operates around the clock for up to 10 days at sea. Attachment 1 is a recent structural analysis report of the *R/V Palmetto* aft deck (Collins Engineering, November 2016).

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 02/28/2017 End date: 07/31/2017 Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

of this certification; or

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>
[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 2006)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

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

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

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

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

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

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

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

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

DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)

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

CLARIFICATION (NOV 2007)

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

MAIL PICKUP (JAN 2006)

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

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

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

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

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

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

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
[02-2B105-2]

PROTEST - CPO - MMO ADDRESS (MODIFIED)

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 ,

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

SITE VISIT -- BY APPOINTMENT (JAN 2006)

Appointment for a site visit may be made by contacting: at Appointment for a site visit may be made by contacting:

Chris Brown, Captain of the *R/V Palmetto*

Phone: (843) 345-9283 or

Paulette Mikell, Director of Vessel Operations, SCDNR, MRD

(843) 953-9051

[02-2B140-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

The purpose of this solicitation is to establish a source of supply for the dry-dock or haul of the 110' *R/V Palmetto*, SCDNR, MRD's offshore research vessel, purchase and install one (1) each articulating, folding, hydraulic, knuckle-boom crane, and purchase and install one (1) each hydraulic power unit (HPU) for the South Carolina Department of Natural Resources, Marine Resources Division (SCDNR, MRD).

Background:

The *R/V Palmetto* vessel is made of steel and powered by twin 600 HP diesel engines. The vessel operates around the clock for up to 10 days at sea. Attachment 1 is a recent structural analysis report of the *R/V Palmetto* aft deck (Collins Engineering, November 2016).

Contractor Requirements:

1. The Contractor shall provide all necessary labor, materials, and equipment to perform an alignment inspection. The alignment inspection shall include removal of both wheels (propellers) and both shafts. Upon completion of the shaft alignment inspection, the Contractor shall submit a report with recommendations for proper alignment of the two shafts. Any and all additional shaft work will be submitted as a change order to the resulting contract.
2. The Contractor shall inspect, blast, repair, prime and paint the two aft forward ballast tanks. The Contractor shall replace eight each, of 6" x 12" weld on zincs with bolt on zincs.
3. The Contractor shall replace approximately 60' of electrical conduit that runs the length of the deck with approximately 60' of 2" stainless steel 316 schedule 40 electrical conduits (this includes three watertight bulkhead penetrations in the starboard forward and starboard aft ballast tanks).
4. The Contractor shall replace all pipe hangers with stainless steel pipe hangers.
5. The Contractor shall blast, inspect, repair, prime and paint the collection and holding tank (CHT tank). The Contractor shall replace 4 each of 6" x 12" existing zincs with bolt on zincs.
6. The Contractor shall blast, inspect, repair, prime, and paint the slop tank (used oil tank).
7. The Contractor shall supply and install a new hydraulic motor 30 HP WEG 1800 rpm 284/6T TEFC 208-230/4 with a 30 HP WEG85A soft start custom panel.
8. The Contractor shall rebuild the anchor winch. The rebuild shall include removal, repair, prime, paint, and re-install.
9. The Contractor shall purchase and install one (1) each articulating, folding, hydraulic, knuckle-boom crane (Effer 155M 3S or equivalent). The crane shall be new (2016-17) current production model and components. The Contractor shall provide two (2) operator manuals and two (2) service manuals. Contractor shall demonstrate proper use of the crane to SCDNR.
10. The Contractor shall purchase and install one (1) each hydraulic power unit (HPU). The HPU shall be new (2016-17) current production model and components. The Contractor shall provide two (2) operator manuals and two (2) service manuals. Contractor shall demonstrate proper use of the HPU to SCDNR.

Crane:

The Contractor shall install the crane in accordance with manufacturer's regulations and standards. The crane installation shall coincide with the delivery of the crane. The crane shall be installed on the vessel *R/V Palmetto* and mounted in the same relative location and base as the previous crane (the previous crane has already been removed). The Contractor shall be responsible for any structural modifications necessary to maintain the structural integrity of the crane installation location.

The crane will be used to lift, and lower anchor blocks for buoy markers weighing up to 2,000 lbs. The crane will be used to lift and lower zodiac rafts weighing up to 2,000 lbs. The crane shall be designed and clearly marked "cargo-only" with no personnel lift or lowering operations. The crane will be used in calm waters only. SCDNR, MRD will require load charts according to sea state 0 and charts for deration at sea states 2 and 3.

The crane shall have a gross hydraulic lifting moment of the basic unit rated at no less than 133.2 kNm. The horizontal, hydraulic boom extension shall be a minimum of 33 feet (10.17 M) and lifting capacities (with the 1st boom positioned at + 20 ° and the 2nd boom at 0 ° elevations) with the following minimums:

- 6,900 lbs. Maximum Static load capacity by hook @ 14'2" minimum
- 4,640 lbs. Maximum Static load capacity by hook @ 20'5" minimum
- 3,461 lbs. Maximum Static load capacity by hook @ 26'10" minimum
- 2,755 lbs. Maximum Static load capacity by hook @ 33'4" minimum

Crane Basic Boom Design and Extension System:

The crane shall be fully hydraulic in all of its functions and have a minimum of three (3) hydraulic extensions (each powered by an individual double acting cylinder and each cylinder extension controlled with sequence valves). The first extension section shall fully extend before the next section begins throughout the extension of the boom (by means of a positive pressure control system).

The individual extension cylinders shall be designed to keep the crane as straight as possible from side to side during a long extension. In detail, the first extension cylinder shall be centered over the outer boom section, the second section shall be as close to the center as possible, the third shall be opposite to the second, continuing to the end cylinder.

The fixed outer boom section and three (3) extension booms shall be equipped with outside adjustable bronze wear pucks to further reduce side play in the booms.

The extension cylinders shall automatically slow down near the end of the stroke to prevent load shocks. This feature shall be fully hydraulic and automatic.

The extension cylinders shall be fully floating design. The extension cylinders shall be attached to the boom only at the rod end of the barrel (by means of a rotating pin) and attached at the cylinder shaft rod end (by means of a floating pin).

Each boom section shall ride on bronze wear pads for long life (Teflon, composite, or plastic pads are not acceptable). Each boom section shall be easily replaced when service is required. Each extendable boom section shall be constructed from one piece of 160,000 psi high alloy steel and employ six (6) sides minimum in shape (for maximum rigidity under load). The boom section ends shall be closed for additional strength and reinforced where appropriate.

The one-piece boom section shall be welded continuously (full length on the inside and outside of each section).

An 8 metric ton, Safe Working Load (SWL), bushing type, manual swivel load hook shall be provided with mounting eyelet and pin for use at the boom tip. The hook shall be equipped with a spring loaded safety latch.

Crane Base Construction, Outriggers, and Vertical Column

The following crane major components shall be manufactured from high tensile strength steel (up to 160,000 psi) steel fabricated and welded construction:

- Base (pedestal),
- Column
- Crane base outrigger sections
- Inner boom
- Outer boom

Castings are not acceptable in any portion of the crane construction.

The weight of the basic, three (3) sections, dry unit shall not exceed 4,800 lbs. when equipped with the boom, marine base, winch, basic hook, controller stand, and oil inside the cylinders.

The fully fabricated high tensile steel marine base shall be equipped with an upper and lower bronze column support bushing, lubricated by a central grease zerk system (located on the base and accessible from the deck). Oil filled bases with replaceable seals are not acceptable.

Crane Double Slewing Rack System

Crane rotation shall be rack & pinion type and provide a minimum rotation angle of 400° and rotation torque of no less than 48 kNm (with a double slewing rack). The crane mast shall rotate in an upper and lower bronze

bushing and be equipped with an outside adjustable bronze tension pad to keep the idle between rack and pinion at a minimum.

Hydraulic System and Controls

The SCDNR supplied hydraulic system (on board the *R/V Palmetto*) is an open center type supplied from a fixed displacement axial piston pump. Crane pressures shall be preset from the manufacturer to perform all the crane functions with sufficient capacities to meet demand requirements in all crane functions.

The hydraulic valve is a six (6) section segmented construction with one (1) stand up manual control station (mounted on deck in a freestanding location by SCDNR representative). The valve is fully flow proportional and self-compensated to allow simultaneous use of multiple functions. Load charts and warning decals shall be mounted for easy reference by the operator. The control station shall feature an enclosed steel lid for securing the controls during non-operation.

The crane shall be equipped with an automatic load limit device which shall automatically block any function that would overload the crane while allowing remaining or neutral functions to remain functional.

A crane power on/off switch shall be provided at the control station.

All controls shall automatically return to neutral when released and be fully proportional in nature for smooth operation.

A hydraulic emergency bypass button shall be provided at the control station that will dump hydraulic oil directly back to the reservoir when activated.

All crane cylinders (including slewing) shall be equipped with automatic pilot operated load holding valves. The crane cylinders shall be designed to hold the crane and load in the event of a sudden pressure loss. The holding valves shall be swaged directly to the outside of the cylinder barrel for ease of service.

The rotation cylinder barrels shall be bolted on to the base. Threaded barrels are not acceptable.

The machine shall be provided with an automatic overload protection system that shall automatically detect an overload condition and disable any crane function that would increase the overload, while also allowing all remaining functions to remain fully operational.

The blocked functions shall include: main boom down, extension out, winch up, and outer boom down.

The overload control system shall be electro-hydraulic type, using direct pressure from the base of the main lift cylinder as a load monitor. Electronic or microchip based systems are not acceptable.

Crane Hydraulic Winch

The crane shall be equipped with a factory supplied and installed planetary design, two (2) metric ton minimum top layer, single line pull hydraulic winch, mounted below the fixed section of the outer boom.

The load cable shall be a non-spin type with a minimum 120' operating capacity.

The winch shall be equipped with a spring applied, hydraulic release brake system (capable of holding the suspended load).

The winch shall be connected to the crane overload system to prevent the winch from overloading the crane or the crane from overloading the winch (automatically) and further equipped with an automatic end stroke system.

When not in use the winch hook can be attached to a stowage eyelet provided near the end of the outer boom fixed section. The downhaul weight shall be secured away from the boom to avoid paint damage during transport.

The winch shall be designed and installed to fit the crane by the crane manufacturer. Aftermarket or dealer installed winches are not acceptable. Winch must fit within the profile of the crane with a maximum tolerance of +3".

Crane Marine Treatment, Painting, and Component Protection

The extension cylinders and 1st boom cylinder shall be marine double chromium plated. The 2nd boom shall be in Nikrom.

Pins shall be protected with Geomet plating.

Pipes and relevant fittings shall be in stainless steel AISI 316L.

Hoses shall be High Ozone and weather resistant.

Hoses with galvanized fittings shall be protected with heat shrink wrapping.

All other fittings shall be galvanized and painted.

Bolts and screws will either be stainless steel or protected with Geomet plating.

The entire crane (except as specifically mentioned above) shall be painted according to a marine cycle with cathodic process and finished in a marine grade commercial epoxy paint with black cylinders, controls, and accents.

Hydraulic Power Unit (HPU):

The HPU shall be designed to operate the crane under full capacity and performance. The HPU shall operate from the vessel system of 208 volts; 60 Hz; 3 phase inlet power to include a soft start.

The HPU shall include a piston pump designed to deliver up to 4,568 psi at 9.5 gpm.

The HPU shall include an oil reservoir with a minimum 47-gallon capacity; as well as suction, pressure, and return filters. The reservoir shall be equipped with an oil level gauge, oil temperature gauge, and psi gauge.

The HPU shall be equipped with a fully automatic oil cooler.

The HPU shall have an emergency hand pump.

The main electrical panel for the HPU shall be equipped with the proper wire size and length to operate HPU properly as well as circuit breakers, on/off switch, emergency stop, and a 24-volt transformer.

The HPU unit shall be finished in marine grade paint and be mounted on anti-vibration blocks.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Vessel will be delivered to and removed from Contractor ship-yard by SCDNR captain and crew of the R/V Palmetto. The SCDNR captain of the vessel will conduct daily Contractor ship-yard site visits to check yard work for compliance with the scope of work.

[03-3030-1]

Site of Work

Work shall be performed at the Contractor ship-yard. The Contractor ship-yard shall be secured and within a 50-mile radius of the SCDNR Marine Resources Center. The Contractor ship-yard crew shall lock up the vessel when leaving each day or when yard personnel no longer needs access.

Delivery

Vessel will be delivered to and removed from Contractor ship-yard by SCDNR captain and crew of the *R/V Palmetto*. The SCDNR captain of the vessel will conduct daily Contractor ship-yard site visits to check yard work for compliance with the scope of work

DELIVERY DATE -- 150 DAYS ARO (MODIFIED)

Unless otherwise specified herein, all items shall be delivered no later than 150 days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

INSTALLATION (JAN 2006)

Contractor shall install all items acquired pursuant to this contract as follows: All equipment shall be installed in accordance with manufacturer s regulations and standards. [3-3050-1]

OPERATIONAL MANUALS (JAN 2006)

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

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation and attachment. The "Extended Price" will be calculated by multiplying the "Estimated Quantity" by the "Unit Price." The Total Bid Price will be the sum total of the "Extended Price" for all line items. The lowest bidder will be determined as the Vendor having the lowest Total Bid Price. Failure to offer both line items will result in rejection of the offer.

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an

entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the

taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
[07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and

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

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid

approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,
 - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

WARRANTY – STANDARD (MODIFIED) Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. All warranty work performed on site at a location designated by SCDNR, MRD representative. The completed units shall include all standard equipment, unless superseded by this specification.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	LOT		
Product Catg.: 95973 - Ship Maintenance and Repair				
Item Description: Ship Maintenance and Repair				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	LOT		
Product Catg.: 12031 - Cranes Container				
Item Description: Articulation Crane and Crane Installation				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	LOT		
Product Catg.: 12043 - Hydraulic Systems Marine				
Item Description: Hydraulic Power Unit and HPU Installation				

Total Bid Price: _____

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment 1: Structural Analysis

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf**

[09-9005-3]


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.

[09-9010-1]

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid Amendment 1</p>	<table border="0"> <tr> <td>Solicitation:</td> <td>5400012690</td> </tr> <tr> <td>Date Issued:</td> <td>01/30/2017</td> </tr> <tr> <td>Procurement Officer:</td> <td>KRISTEN MOSS</td> </tr> <tr> <td>Phone:</td> <td>(803) 737-2772</td> </tr> <tr> <td>E-Mail Address:</td> <td>kmoss@mmsc.gov</td> </tr> <tr> <td>Mailing Address:</td> <td>SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</td> </tr> </table>	Solicitation:	5400012690	Date Issued:	01/30/2017	Procurement Officer:	KRISTEN MOSS	Phone:	(803) 737-2772	E-Mail Address:	kmoss@mmsc.gov	Mailing Address:	SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211
Solicitation:	5400012690													
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E-Mail Address:	kmoss@mmsc.gov													
Mailing Address:	SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211													

DESCRIPTION: **SHIP MAINTENANCE AND REPAIR**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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

SUBMIT OFFER BY (Opening Date/Time): **02/13/2017 11:00 A.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/06/2017 5:00 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE BIDDING PREFERRED.**

If submitting paper, One (1) original and One (1) electronic copy

<p>CONFERENCE TYPE: Not Applicable DATE & TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 02/24/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>

<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ </p> <p> <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) </p>		
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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)
	<div style="text-align: right;">Area Code -</div> <div>Number - Extension Facsimile</div> <div style="text-align: right;">E-</div> <div>mail Address</div>

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

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 – Preferences do not apply. See Page 13, SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)

AMENDMENT # 1

Solicitation # 5400012690

AMENDMENTS TO SOLICITATION (JAN 2004)

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

Opening date of IFB is changed to **02/13/2017 11:00 A.M.**


QUESTIONS MUST BE RECEIVED BY is changed to: **02/06/2017 5:00 P.M.**

Award posting date is changed to **02/24/2017.**

This solicitation incorporates by amendment the following clarifications:

1. **Question:** Under Instructions to Offerors, Scope of Work on page 13 of the Solicitation, the specifications state that the "Contractor shall be responsible for any structural modifications necessary to maintain the structural integrity of the crane installation location". Are these modifications the same modifications listed on Page 4 of Collins Engineers Crane Assessment/Analysis (which is installation of five (5) supplemental angles)?
Answer: Yes, "Modifications" means the installation of five (5) supplemental angles (as listed on page 4 of the Collins Engineers Crane Assessment/Analysis).
2. **Question:** On Page 5 of Collins Engineers Assessment, there is a list of recommendations for replacement of corroded structural steel. However, there is not anything listed in the Scope of Work for the Contractor to make recommended repairs per Collins Analysis. Are these repairs supposed to be quoted or will they be made by change order after award.
Answer: Bids shall be submitted in accordance with the scope of work and bid schedule published. The repairs listed on page 5 of the Collins Engineers Crane Assessment/Analysis may be added later (by change order) to the resulting contract.

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

	State of South Carolina Invitation For Bid Amendment 1	Solicitation: 5400012690 Date Issued: 01/30/2017 Procurement Officer: KRISTEN MOSS Phone: (803) 737-2772 E-Mail Address: kmoss@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: SHIP MAINTENANCE AND REPAIR

USING GOVERNMENTAL UNIT: SC Department of Natural Resources Admin

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

SUBMIT OFFER BY (Opening Date/Time): **02/13/2017 11:00 A.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/06/2017 5:00 P.M.** (See "Questions From Offerors" provision)


NUMBER OF COPIES TO BE SUBMITTED: ONLINE BIDDING PREFERRED.

If submitting paper, One (1) original and One (1) electronic copy

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 02/24/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR Metal Trades, Inc. <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED 2/7/17
TITLE Director of Contracts <small>(business title of person signing above)</small>	STATE VENDOR NO. 7000145217 <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME Megan B. Dean <small>(printed name of person signing above)</small>	STATE OF INCORPORATION South Carolina <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	<small>(See "Signing Your Offer" provision.)</small>
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PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) Metal Trades, Inc. 4194 Highway 165 Yorges Island, South Carolina 29449	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) Attn: Megan B. Dean Metal Trades, Inc. PO Box 129 Hollywood, South Carolina 29449 <div style="display: flex; justify-content: space-between;"> <u>843-889-6441</u> <u>Ext 5143</u> <u>843-889-2827</u> </div> <div style="display: flex; justify-content: space-between;"> Area Code - Number - Extension Facsimile </div> <u>mdean@metaltrades.com</u> E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) Attn: Molly Hollis Metal Trades, Inc. PO Box 129 Hollywood, South Carolina, 29449 <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) </div>	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Order Address same as Home Office Address <input checked="" type="checkbox"/> Order Address same as Notice Address (check only one) </div>
---	---

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
1	1/30/2017						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) n/a	20 Calendar Days (%) n/a	30 Calendar Days (%) n/a	___n/a___ Calendar Days (%)
--	-----------------------------	-----------------------------	-----------------------------	-----------------------------

PREFERENCES – Preferences do not apply. See Page 13, SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)

AMENDMENT # 1

Solicitation # 5400012690

AMENDMENTS TO SOLICITATION (JAN 2004)

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

Opening date of IFB is changed to **02/13/2017 11:00 A.M.**

QUESTIONS MUST BE RECEIVED BY is changed to: **02/06/2017 5:00 P.M.**

Award posting date is changed to **02/24/2017.**

This solicitation incorporates by amendment the following clarifications:

1. **Question:** Under Instructions to Offerors, Scope of Work on page 13 of the Solicitation, the specifications state that the "Contractor shall be responsible for any structural modifications necessary to maintain the structural integrity of the crane installation location". Are these modifications the same modifications listed on Page 4 of Collins Engineers Crane Assessment/Analysis (which is installation of five (5) supplemental angles)?
Answer: Yes, "Modifications" means the installation of five (5) supplemental angles (as listed on page 4 of the Collins Engineers Crane Assessment/Analysis).
2. **Question:** On Page 5 of Collins Engineers Assessment, there is a list of recommendations for replacement of corroded structural steel. However, there is not anything listed in the Scope of Work for the Contractor to make recommended repairs per Collins Analysis. Are these repairs supposed to be quoted or will they be made by change order after award.
Answer: Bids shall be submitted in accordance with the scope of work and bid schedule published. The repairs listed on page 5 of the Collins Engineers Crane Assessment/Analysis may be added later (by change order) to the resulting contract.

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

METAL TRADES, INC.



Solicitation #: 5400012690
Description: SHIP MAINTENANCE AND REPAIR
Procurement POC: Kristen Moss
Email: kgordon@mmo.sc.gov
Mailing Address: SFAA, Div. of Procurement Services, MMO
PO Box 101103
Columbia SC 29211
Offer Due: NLT 02/13/17 by 11 a.m.
Registered Vendor #: 7000145217

Title: Metal Trades, Inc. Submission to the above referenced Solicitation- R/V Palmetto

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

Metal Trades, Inc. has reviewed Part III. Scope of Work and understands the requirements as established in the RFP. We attended the site visit for this vessel, and we meet all criteria and special requirements established in this RFP. We feel strongly that our facility and Team can provide the best solution to this need. We also agree to the warranty terms as established in the referenced RFP. Please also note that the delivery for the Crane from the OEM is estimated at 12-15 weeks ARO.

Thank you for the opportunity to respond. We standby if we can answer any questions, offer you a tour of our facility, and to assist your agency with the successful completion of this procurement.

Respectfully,

Megan B. Dean, Director of Contracts

Enclosures

TOC:

- Pg. 1- Cover Letter
- Pg. 2- Minority Participation (Page 18 of referenced RFP)
- Pg. 3- Contractor Qualifications (Page 19 of referenced RFP)
- Pg. 4- Part VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL (Page 35 of referenced RFP)
- Pg. 5- Attachment 1: Insurance FIO
- Pg. 6- Attachment 2: Bid Cover Sheet and Amendment 1 signed

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? At this time, Metal Trades, Inc. is confident that we can do all work in house and therefore the subcontracting opportunities are limited. However, we utilize multiple DBE/MBE Vendors to supply our Government Contracts with hydraulic supplies, electrical supplies, paint, and rigging equipment. We are committed to supporting SC Certified Minority Business(es) and will do our best to devote subcontracted work to these business if and when we can.

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

Metal Trades, Inc does not intend to subcontract any portion of work that exceeds 10% of our cost, involves access to any "government information" as defined in the clause entitled "Information Security - Definitions," if included, or involves services critical to our performance of the work,

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	LOT	\$219,193.00	\$219,193.00
Product Catg.: 95973 - Ship Maintenance and Repair				
Item Description: Ship Maintenance and Repair				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	LOT	\$162,400.00	\$162,400.00
Product Catg.: 12031 - Cranes Container				
Item Description: Articulation Crane and Crane Installation				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	LOT	\$42,800.00	\$42,800.00
Product Catg.: 12043 - Hydraulic Systems Marine				
Item Description: Hydraulic Power Unit and HPU Installation				

Total Bid Price: **\$424,393.00**

Attachments to Proposal to include: Insurance FIO, signed amendments

Attachment 1: For Information Only Certification of Insurance

Attachment 2: Signed Amendments- 1 received 01/30/17



CERTIFICATE OF LIABILITY INSURANCE

Page 255 of 595
DATE (MM/DD/YYYY)
01/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brennan & Company 102 East Liberty Street, Suite 303 Savannah, GA 31401	CONTACT NAME: Mary Ellen Fantini	
	PHONE (A/C, No, Ext): 912-650-3980 FAX (A/C, No): 912-650-3981	
	E-MAIL ADDRESS: mefantini@bac-ins.com	
INSURED Metal Trades, Inc. P.O. Box 129 Hollywood, SC 29449	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Company of America	25674
	INSURER B: Travelers Indemnity Company	256658
	INSURER C: Arch Ins. Co. / Signal Mutual Indemnity Assoc Ltd	11150 / NA
	INSURER D: Liberty Mutual Insurance Company	23043
	INSURER E: Starr Indemnity & Liability Company	38318
	INSURER F: Great American Insurance Company	16691

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZOL-14S83609	10/01/2016	10/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Ship Repairer's Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Wharfinger's Liability						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			BA-6A855137	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZOB-14S87786	10/01/2016	10/01/2017	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI9930990 / 18600	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	Includes USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DE	Excess Liabilities			ATAAP8ZH005	10/01/2016	10/01/2017	Limit - \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

F Vessel/Yard Pollution Liability OMH3492213 10/01/2016 10/01/2017 Pollution Liability Limit: \$5,000,000

CERTIFICATE HOLDER


CANCELLATION

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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	State of South Carolina Invitation For Bid	Solicitation: 5400012690 Date Issued: 01/18/2017 Procurement Officer: KRISTEN MOSS Phone: (803) 737-2772 E-Mail Address: kgordon@mno.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: SHIP MAINTENANCE AND REPAIR

USING GOVERNMENTAL UNIT: SC Department of Natural Resources Admin

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

SUBMIT OFFER BY (Opening Date/Time): 02/02/2017 11:00 A.M. (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 01/25/2017 5:00 P.M. (See "Questions From Offerors" provision)



NUMBER OF COPIES TO BE SUBMITTED: ONLINE BIDDING PREFERRED.

If submitting paper, One (1) original and One (1) electronic copy

CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 02/15/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR Metal Trades, Inc. (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED 
TITLE: Director of Contracts (business title of person signing above)	STATE VENDOR NO.: 7000145217 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME Megan B. Dean (printed name of person signing above)	STATE OF INCORPORATION- South Carolina (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

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

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) Metal Trades, Inc. 4194 Highway 165 Yonges Island, South Carolina 29449	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) Attn: Megan B. Dean Metal Trades, Inc. PO Box 129 Hollywood, South Carolina 29449 843-889-6441 Ext: 5143 843-889-2818 Area Code - Number - Extension Facsimile Mdean@metaltrades.com E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) Attn: Molly Hollis Metal Trades, Inc. PO Box 129 Hollywood, South Carolina 29449 ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____ Order Address same as Home Office Address ____x____ 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
1	01/30/2017						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) n/a	20 Calendar Days (%) n/a	30 Calendar Days (%) n/a	____n/a____ Calendar Days (%)
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PREFERENCES –

Preferences do not apply. See Page 13, SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)

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I. SCOPE OF SOLICITATION

The purpose of this solicitation is to establish a service provider for the dry-dock or haul of the 110' *R/V Palmetto*, SCDNR, MRD's offshore research vessel, purchase and install one (1) each articulating, folding, hydraulic, knuckle-boom crane, and purchase and install one (1) each hydraulic power unit (HPU) for the South Carolina Department of Natural Resources, Marine Resources Division (SCDNR, MRD).

The *R/V Palmetto* vessel is made of steel and powered by twin 600 HP diesel engines. The vessel operates around the clock for up to 10 days at sea. Attachment 1 is a recent structural analysis report of the *R/V Palmetto* aft deck (Collins Engineering, November 2016).

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 02/28/2017 End date: 07/31/2017 Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

of this certification; or

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>
[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 2006)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

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

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

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

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

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

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

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

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

DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)

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

CLARIFICATION (NOV 2007)

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

MAIL PICKUP (JAN 2006)

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

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

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

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

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

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

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

[02-2B105-2]

PROTEST - CPO - MMO ADDRESS (MODIFIED)

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 ,

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

SITE VISIT -- BY APPOINTMENT (JAN 2006)

Appointment for a site visit may be made by contacting: at Appointment for a site visit may be made by contacting:

Chris Brown, Captain of the *R/V Palmetto*

Phone: (843) 345-9283 or

Paulette Mikell, Director of Vessel Operations, SCDNR, MRD

(843) 953-9051

[02-2B140-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

The purpose of this solicitation is to establish a source of supply for the dry-dock or haul of the 110' *R/V Palmetto*, SCDNR, MRD's offshore research vessel, purchase and install one (1) each articulating, folding, hydraulic, knuckle-boom crane, and purchase and install one (1) each hydraulic power unit (HPU) for the South Carolina Department of Natural Resources, Marine Resources Division (SCDNR, MRD).

Background:

The *R/V Palmetto* vessel is made of steel and powered by twin 600 HP diesel engines. The vessel operates around the clock for up to 10 days at sea. Attachment 1 is a recent structural analysis report of the *R/V Palmetto* aft deck (Collins Engineering, November 2016).

Contractor Requirements:

1. The Contractor shall provide all necessary labor, materials, and equipment to perform an alignment inspection. The alignment inspection shall include removal of both wheels (propellers) and both shafts. Upon completion of the shaft alignment inspection, the Contractor shall submit a report with recommendations for proper alignment of the two shafts. Any and all additional shaft work will be submitted as a change order to the resulting contract.
2. The Contractor shall inspect, blast, repair, prime and paint the two aft forward ballast tanks. The Contractor shall replace eight each, of 6" x 12" weld on zincs with bolt on zincs.
3. The Contractor shall replace approximately 60' of electrical conduit that runs the length of the deck with approximately 60' of 2" stainless steel 316 schedule 40 electrical conduits (this includes three watertight bulkhead penetrations in the starboard forward and starboard aft ballast tanks).
4. The Contractor shall replace all pipe hangers with stainless steel pipe hangers.
5. The Contractor shall blast, inspect, repair, prime and paint the collection and holding tank (CHT tank). The Contractor shall replace 4 each of 6" x 12" existing zincs with bolt on zincs.
6. The Contractor shall blast, inspect, repair, prime, and paint the slop tank (used oil tank).
7. The Contractor shall supply and install a new hydraulic motor 30 HP WEG 1800 rpm 284/6T TEFC 208-230/4 with a 30 HP WEG85A soft start custom panel.
8. The Contractor shall rebuild the anchor winch. The rebuild shall include removal, repair, prime, paint, and re-install.
9. The Contractor shall purchase and install one (1) each articulating, folding, hydraulic, knuckle-boom crane (Effer 155M 3S or equivalent). The crane shall be new (2016-17) current production model and components. The Contractor shall provide two (2) operator manuals and two (2) service manuals. Contractor shall demonstrate proper use of the crane to SCDNR.
10. The Contractor shall purchase and install one (1) each hydraulic power unit (HPU). The HPU shall be new (2016-17) current production model and components. The Contractor shall provide two (2) operator manuals and two (2) service manuals. Contractor shall demonstrate proper use of the HPU to SCDNR.

Crane:

The Contractor shall install the crane in accordance with manufacturer's regulations and standards. The crane installation shall coincide with the delivery of the crane. The crane shall be installed on the vessel *R/V Palmetto* and mounted in the same relative location and base as the previous crane (the previous crane has already been removed). The Contractor shall be responsible for any structural modifications necessary to maintain the structural integrity of the crane installation location.

The crane will be used to lift, and lower anchor blocks for buoy markers weighing up to 2,000 lbs. The crane will be used to lift and lower zodiac rafts weighing up to 2,000 lbs. The crane shall be designed and clearly marked "cargo-only" with no personnel lift or lowering operations. The crane will be used in calm waters only. SCDNR, MRD will require load charts according to sea state 0 and charts for deration at sea states 2 and 3.

The crane shall have a gross hydraulic lifting moment of the basic unit rated at no less than 133.2 kNm. The horizontal, hydraulic boom extension shall be a minimum of 33 feet (10.17 M) and lifting capacities (with the 1st boom positioned at + 20 ° and the 2nd boom at 0 ° elevations) with the following minimums:

- 6,900 lbs. Maximum Static load capacity by hook @ 14'2" minimum
- 4,640 lbs. Maximum Static load capacity by hook @ 20'5" minimum
- 3,461 lbs. Maximum Static load capacity by hook @ 26'10" minimum
- 2,755 lbs. Maximum Static load capacity by hook @ 33'4" minimum

Crane Basic Boom Design and Extension System:

The crane shall be fully hydraulic in all of its functions and have a minimum of three (3) hydraulic extensions (each powered by an individual double acting cylinder and each cylinder extension controlled with sequence valves). The first extension section shall fully extend before the next section begins throughout the extension of the boom (by means of a positive pressure control system).

The individual extension cylinders shall be designed to keep the crane as straight as possible from side to side during a long extension. In detail, the first extension cylinder shall be centered over the outer boom section, the second section shall be as close to the center as possible, the third shall be opposite to the second, continuing to the end cylinder.

The fixed outer boom section and three (3) extension booms shall be equipped with outside adjustable bronze wear pucks to further reduce side play in the booms.

The extension cylinders shall automatically slow down near the end of the stroke to prevent load shocks. This feature shall be fully hydraulic and automatic.

The extension cylinders shall be fully floating design. The extension cylinders shall be attached to the boom only at the rod end of the barrel (by means of a rotating pin) and attached at the cylinder shaft rod end (by means of a floating pin).

Each boom section shall ride on bronze wear pads for long life (Teflon, composite, or plastic pads are not acceptable). Each boom section shall be easily replaced when service is required. Each extendable boom section shall be constructed from one piece of 160,000 psi high alloy steel and employ six (6) sides minimum in shape (for maximum rigidity under load). The boom section ends shall be closed for additional strength and reinforced where appropriate.

The one-piece boom section shall be welded continuously (full length on the inside and outside of each section).

An 8 metric ton, Safe Working Load (SWL), bushing type, manual swivel load hook shall be provided with mounting eyelet and pin for use at the boom tip. The hook shall be equipped with a spring loaded safety latch.

Crane Base Construction, Outriggers, and Vertical Column

The following crane major components shall be manufactured from high tensile strength steel (up to 160,000 psi) steel fabricated and welded construction:

- Base (pedestal),
- Column
- Crane base outrigger sections
- Inner boom
- Outer boom

Castings are not acceptable in any portion of the crane construction.

The weight of the basic, three (3) sections, dry unit shall not exceed 4,800 lbs. when equipped with the boom, marine base, winch, basic hook, controller stand, and oil inside the cylinders.

The fully fabricated high tensile steel marine base shall be equipped with an upper and lower bronze column support bushing, lubricated by a central grease zerk system (located on the base and accessible from the deck). Oil filled bases with replaceable seals are not acceptable.

Crane Double Slewing Rack System

Crane rotation shall be rack & pinion type and provide a minimum rotation angle of 400° and rotation torque of no less than 48 kNm (with a double slewing rack). The crane mast shall rotate in an upper and lower bronze

bushing and be equipped with an outside adjustable bronze tension pad to keep the idle between rack and pinion at a minimum.

Hydraulic System and Controls

The SCDNR supplied hydraulic system (on board the *R/V Palmetto*) is an open center type supplied from a fixed displacement axial piston pump. Crane pressures shall be preset from the manufacturer to perform all the crane functions with sufficient capacities to meet demand requirements in all crane functions.

The hydraulic valve is a six (6) section segmented construction with one (1) stand up manual control station (mounted on deck in a freestanding location by SCDNR representative). The valve is fully flow proportional and self-compensated to allow simultaneous use of multiple functions. Load charts and warning decals shall be mounted for easy reference by the operator. The control station shall feature an enclosed steel lid for securing the controls during non-operation.

The crane shall be equipped with an automatic load limit device which shall automatically block any function that would overload the crane while allowing remaining or neutral functions to remain functional.

A crane power on/off switch shall be provided at the control station.

All controls shall automatically return to neutral when released and be fully proportional in nature for smooth operation.

A hydraulic emergency bypass button shall be provided at the control station that will dump hydraulic oil directly back to the reservoir when activated.

All crane cylinders (including slewing) shall be equipped with automatic pilot operated load holding valves. The crane cylinders shall be designed to hold the crane and load in the event of a sudden pressure loss. The holding valves shall be swaged directly to the outside of the cylinder barrel for ease of service.

The rotation cylinder barrels shall be bolted on to the base. Threaded barrels are not acceptable.

The machine shall be provided with an automatic overload protection system that shall automatically detect an overload condition and disable any crane function that would increase the overload, while also allowing all remaining functions to remain fully operational.

The blocked functions shall include: main boom down, extension out, winch up, and outer boom down.

The overload control system shall be electro-hydraulic type, using direct pressure from the base of the main lift cylinder as a load monitor. Electronic or microchip based systems are not acceptable.

Crane Hydraulic Winch

The crane shall be equipped with a factory supplied and installed planetary design, two (2) metric ton minimum top layer, single line pull hydraulic winch, mounted below the fixed section of the outer boom.

The load cable shall be a non-spin type with a minimum 120' operating capacity.

The winch shall be equipped with a spring applied, hydraulic release brake system (capable of holding the suspended load).

The winch shall be connected to the crane overload system to prevent the winch from overloading the crane or the crane from overloading the winch (automatically) and further equipped with an automatic end stroke system.

When not in use the winch hook can be attached to a stowage eyelet provided near the end of the outer boom fixed section. The downhaul weight shall be secured away from the boom to avoid paint damage during transport.

The winch shall be designed and installed to fit the crane by the crane manufacturer. Aftermarket or dealer installed winches are not acceptable. Winch must fit within the profile of the crane with a maximum tolerance of +3".

Crane Marine Treatment, Painting, and Component Protection

The extension cylinders and 1st boom cylinder shall be marine double chromium plated. The 2nd boom shall be in Nikrom.

Pins shall be protected with Geomet plating.

Pipes and relevant fittings shall be in stainless steel AISI 316L.

Hoses shall be High Ozone and weather resistant.

Hoses with galvanized fittings shall be protected with heat shrink wrapping.

All other fittings shall be galvanized and painted.

Bolts and screws will either be stainless steel or protected with Geomet plating.

The entire crane (except as specifically mentioned above) shall be painted according to a marine cycle with cathodic process and finished in a marine grade commercial epoxy paint with black cylinders, controls, and accents.

Hydraulic Power Unit (HPU):

The HPU shall be designed to operate the crane under full capacity and performance. The HPU shall operate from the vessel system of 208 volts; 60 Hz; 3 phase inlet power to include a soft start.

The HPU shall include a piston pump designed to deliver up to 4,568 psi at 9.5 gpm.

The HPU shall include an oil reservoir with a minimum 47-gallon capacity; as well as suction, pressure, and return filters. The reservoir shall be equipped with an oil level gauge, oil temperature gauge, and psi gauge.

The HPU shall be equipped with a fully automatic oil cooler.

The HPU shall have an emergency hand pump.

The main electrical panel for the HPU shall be equipped with the proper wire size and length to operate HPU properly as well as circuit breakers, on/off switch, emergency stop, and a 24-volt transformer.

The HPU unit shall be finished in marine grade paint and be mounted on anti-vibration blocks.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Vessel will be delivered to and removed from Contractor ship-yard by SCDNR captain and crew of the R/V Palmetto. The SCDNR captain of the vessel will conduct daily Contractor ship-yard site visits to check yard work for compliance with the scope of work.

[03-3030-1]

Site of Work

Work shall be performed at the Contractor ship-yard. The Contractor ship-yard shall be secured and within a 50-mile radius of the SCDNR Marine Resources Center. The Contractor ship-yard crew shall lock up the vessel when leaving each day or when yard personnel no longer needs access.

Delivery

Vessel will be delivered to and removed from Contractor ship-yard by SCDNR captain and crew of the *R/V Palmetto*. The SCDNR captain of the vessel will conduct daily Contractor ship-yard site visits to check yard work for compliance with the scope of work

DELIVERY DATE -- 150 DAYS ARO (MODIFIED)

Unless otherwise specified herein, all items shall be delivered no later than 150 days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

INSTALLATION (JAN 2006)

Contractor shall install all items acquired pursuant to this contract as follows: All equipment shall be installed in accordance with manufacturer s regulations and standards. [3-3050-1]

OPERATIONAL MANUALS (JAN 2006)

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

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? At this time, Metal Trades, Inc. is confident that we can do all work in house and therefore the subcontracting opportunities are limited. However, we utilize multiple DBE/MBE Vendors to supply our Government Contracts with hydraulic supplies, electrical supplies, paint, and rigging equipment. We are committed to supporting SC Certified Minority Business(es) and will do our best to devote subcontracted work to these business if and when we can.

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation and attachment. The "Extended Price" will be calculated by multiplying the "Estimated Quantity" by the "Unit Price." The Total Bid Price will be the sum total of the "Extended Price" for all line items. The lowest bidder will be determined as the Vendor having the lowest Total Bid Price. Failure to offer both line items will result in rejection of the offer.

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an

entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the

taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
[07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

- (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and

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

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid

approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,
 - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

WARRANTY – STANDARD (MODIFIED) Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. All warranty work performed on site at a location designated by SCDNR, MRD representative. The completed units shall include all standard equipment, unless superseded by this specification.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	LOT	\$219,193.00	\$219,193.00
Product Catg.: 95973 - Ship Maintenance and Repair				
Item Description: Ship Maintenance and Repair				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	LOT	\$162,400.00	\$162,400.00
Product Catg.: 12031 - Cranes Container				
Item Description: Articulation Crane and Crane Installation				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	LOT	\$42,800.00	\$42,800.00
Product Catg.: 12043 - Hydraulic Systems Marine				
Item Description: Hydraulic Power Unit and HPU Installation				

Total Bid Price: \$424,393.00

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment 1: Structural Analysis

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf**

[09-9005-3]

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.

[09-9010-1]



Jan 24, 2017

**Marine Crane Quotation- JA00417
Effer 155M 3S**

Dear Mr. Corbin,

Thank you for considering Effer Marine Crane for this project for the M/V:
Palmetto. Based on the requirements in the SCDNR IFB500012690 we offer the below
Effer Marine Crane model 155M 3S with HPU.

- (1) New 2016 155M /3S EFFER MARINE CRANE
Static Capacities by hook in Harbor Conditions:
- 6,900 lbs. @ 14' 2"
 - 4,640 lbs. @ 20' 5"
 - 3,460 lbs. @ 26' 9"
 - 2,755 lbs. @ 33' 4"

Equipped As:

- Manual proportional controls with stand up base and cover for remote mounting
- Marine crane base ready to be bolted on deck or counterflange
- Fixing kit
- Proportional compensated control bank with supplementary control for winch
- 400 degree Non-Continuous Rotation by optional double rack and pinion system, bolted
- Boom support
- Support plate for winch up to 2000 daN below 2nd boom
- Extension cylinders with sequence valves
- Extensions and 1st boom cylinder rods with marine double chromium plating
- 2nd boom cylinder rod in Nikrom
- Pins protected with Geomet plating
- Pipes and relevant fittings in stainless steel AISI 316L
- High Ozone and weather resistance hoses
- Hoses with galvanized fittings protected with heat shrunk shroud
- Other fittings galvanized and painted
- Bolts and screws are either in stainless steel or protected with Geomet plating
- 8 t load hook
- Three (3) hydraulic boom extensions on individual cylinders to 33' 4"
- One piece six sided boom sections with continuous inner and outer full length welds
- Bronze wear pads
- Central Grease point for crane column
- Hydraulic load limit device
- Hydraulic Emergency Stop button at controls
- 2 MT Planetary Winch with 1 part load line and anti- two block system
- Effer Marine Cathodic paint process, treated cylinders and fittings seals as standard
- Paint: Marine Paint system Effer Marine Beige
- HPU with oil cooler and emergency hand pump, 208vac and soft start
- Parts, operations and service manuals
- Factory Load Test
- 8 hours on site Operator Training

- Load chart for SS2-3

*Price is delivered to Hollywood, SC.
*Delivery is estimated at 12 weeks after clarification of details and receipt of written order acknowledgement and subject to prior sale
This quotation is valid for 30 days
This offer is based on the General Sale Conditions of NALE and Effer Marine available at www.effermarine.com
See attached technical data sheets for full information

We hope to meet your requirements in all respects and if you have any questions please don't hesitate to contact me.

Best regards,

John Adams
John Adams
Marine Manager
NALE/Effer
(509) 310-3030
jcadams@efferusa.com



Ph: 330-916-6461 * Fax: 330-916-6462 * North American Lifting Equipment*307 Munroe Falls Ave., Cuyahoga Falls, OH 44221

EXCEL APPARATUS SERVICES, INC.

1865 AVENUE B NORTH, BUILDING 177
N. CHARLESTON, SC 29405
Phone: (843)-747-7644
Fax: (843)-747-0137
Web: www.excelapparatus.com

Sales Quote

Quote No.:	0020444
Quote Date:	
Page:	1

Sold To:	Customer Number: 193359 METAL TRADES INC P.O. BOX 129 HOLLYWOOD, SC 29449-0127	Ship To:	Ship To Number: 000002 METAL TRADES INC 4194 Highway 165 Hollywood, SC 29449
-----------------	--	-----------------	--

Quote	Quote Date	Sales Code	Expire Date	Ship Via	Terms
0020444		000		Bestway	NET ON RECEIPT

Customer PO		PO Release		Misc Number	D Crocker
--------------------	--	-------------------	--	--------------------	-----------

Order	Item #	Description/Notes	Unit Price	Extension
1.0	GPH2030QC2000	30HP WEG85A 230V Soft start custom panel Lead time 7-10days		
1.0	03018ET3E286T-W22	30 HP WEG 1800 RPM 284/6T TEFC 208-230/4 In stock at Excel Freight Terms PPD & ADD		

All of this order to be filled from this warehouse

Sub Total	
Discount	
Tax	
Freight	
Total	

Quoted By: _____ Date: _____
Based on our Terms and Conditions.

Customer

RFx Number		5400012690
		<div> <div>METAL TRADES, INC.</div> <div>5500049301</div> </div>
Header Data		
Status		Submitted
Version Number	3	2
Net value		424,393.00 USD
Currency		USD
1 Ship Maintenance and Repair		
1 Net price	1 LOT	219,193.00 USD
1 Unit of Measurement		LOT
1 Price Unit		1
1 Product ID		
1 Quantity	1 LOT	1 LOT
1 Net value		219,193.00 USD
1 Acceptance Status		
2 Articulation Crane and Installation		
2 Net price	1 LOT	162,400.00 USD
2 Unit of Measurement		LOT
2 Price Unit		1
2 Product ID		
2 Quantity	1 LOT	1 LOT
2 Net value		162,400.00 USD
2 Acceptance Status		
3 HPU Unit and Installation		
3 Net price	1 LOT	42,800.00 USD
3 Unit of Measurement		LOT
3 Price Unit		1
3 Product ID		
3 Quantity	1 LOT	1 LOT
3 Net value		42,800.00 USD
3 Acceptance Status		

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, MMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Statement of Award (Revised)

Posting Date: February 24, 2017

Solicitation: 5400012690
Description: SHIP MAINTENANCE AND REPAIR
Agency: SC Department of Natural Resources Admin

The Statement of Award was revised to correct Award effective date from **8:00 A.M., February 25, 2017 to 8:00 A.M., February 27, 2017.**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **8:00 A.M., February 27, 2017.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov ,


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

Contract Number: 4400015421
Awarded To: METAL TRADES, INC. (7000145217)
4194 HWY. 165
HOLLYWOOD SC 29449

Total Potential Value: \$ 424,393.00
Maximum Contract Period: February 27, 2017 through August 26, 2017

Item	Description	Unit Price	Total
00001	Ship Maintenance and Repair	\$ 219,193.00	\$ 219,193.00
00002	Articulation Crane and Installation	\$ 162,400.00	\$ 162,400.00
00003	HPU Unit and Installation	\$ 42,800.00	\$ 42,800.00

Procurement Officer
KRISTEN MOSS, CPPB

	<p align="center">State of South Carolina</p> <p align="center">Change Order #1</p>	Contract Number : 4400015421 Procurement Officer : Kristen Moss, CPPB Phone : (803) 737-2772 E-Mail Address : kmoss@mno.sc.gov Address : 1201 Main Street, Suite 600 Columbia, SC 29201

DESCRIPTION: SHIP MAINTENANCE AND REPAIR

USING GOVERNMENTAL UNIT: SC Department of Natural Resources Admin

CONTRACTOR'S NAME AND ADDRESS: METAL TRADES, INC.
4194 HWY. 165
HOLLYWOOD, SC 29449

TYPE OF CHANGE:

- ☒ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____, Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☐ Other Change

IMPORTANT NOTICE:

☒ Change Order: Contractor is required to sign this document and return one (1) copy to the procurement officer named above by the following date: 05/25/2017.

☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

Repairs noted in the attached Metal Trades, Inc. Condition Report (CR 10638-001, dated 5/1/2017) are hereby incorporated and added to the Scope of Work.

Based on the addition of these repairs stated herein, the Total Potential Value of Contract 4400015421 is hereby increased by \$31,885.96 (changing the TPV from \$424,393.00 to \$456,278.96).

Additionally, there will not be an additional report or charges submitted to the UGU for the repair of the bilge and ballast tank piping.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Change Order]
(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: Megan B. Dean
Digitally signed by Megan B. Dean
DN: cn=Megan B. Dean, o=Metal Trades,
ou=Contracts Administrator,
email=mdean@metaltrades.com, c=US
Date: 2017.05.23 10:03:36 -0400

(authorized signature)

Megan B. Dean

(printed name of person signing above)

Its: Director of Contracts

(title of person signing above)

Date: 05/23/2017

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:

By: Kristen Moss

(authorized signature)

Kristen Moss, CPPB

(printed name of person signing above)

Its: Procurement Manager

(title of person signing above)


Date: 05/23/17

Contract #4400016150

HVAC Maintenance & Repair Services

Vendor: Daikin Applied
Contract Term: July 1, 2017 - June 30, 2022
Contract Amount: \$149,900

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid</p>	<p>Solicitation: 5400012929 Date Issued: 03/29/2017 Procurement Officer: KATHY SANTANDREU Phone: 803-896-5304 E-Mail Address: ksantandreu@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</p>
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DESCRIPTION: **DNR Maintenance and Repair HVAC Svcs**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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

SUBMIT OFFER BY (Opening Date/Time): **05/01/2017 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.**

<p>CONFERENCE TYPE: Pre-bid and site visit DATE & TIME: 04/07/2017 10:00 AM (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRR Auditorium)</p>
--	--

<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 05/12/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
--------------------------------------	--

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

<p>NAME OF OFFEROR (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE (business title of person signing above)</p>	<p>STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME (printed name of person signing above)</p>	<p>STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)</p>

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

☐ Sole Proprietorship

 ☐ Partnership

 ☐ Other _____

☐ Corporate entity (not tax-exempt)

 ☐ Corporation (tax-exempt)

 ☐ Government entity (federal, state, or local)

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)
	<div style="text-align: right;">Area Code -</div> <div>Number - Extension Facsimile</div> <div style="text-align: right;">E-</div> <div>mail Address</div>

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

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 (%)
--	----------------------	----------------------	----------------------	------------------------

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

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

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

It is the intent of the State of South Carolina, Materials Management Office to solicit bids on behalf of The South Carolina Department of Natural Resources (SCDNR), Marine Resources Division, for qualified Contractors to provide the annual maintenance and repair services for all HVAC equipment located at 217 Ft. Johnson Road, Charleston, S.C. HVAC systems include, but not limited to: chillers, air handling units, exhaust fans, circulating pumps, fan coil units, control equipment, compressors, three (3) energy recovery units, and other appropriate heating and cooling controls and systems.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 7/1/2017 End date: 6/30/2022. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The maximum contract period shall be for five (5) years. This includes an initial one (1) year term and four (4) optional one-year renewal terms.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the

term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 2006)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than **April 7, 2017 at 5:00 PM (EST).** **Please do not wait until the last minute to submit your questions. Ask them as they come to you.**

Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email: **"DNR Maintenance and Repair HVAC Svcs Bid 5400012929 Questions"**. Questions must be submitted in an easily copied format such as MS Word.

Email: ksantandreu@mmo.sc.gov

Note: A question form has been attached as Appendix B for your convenience.

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

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

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

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

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

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in

subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must

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

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

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **04/05/2017 10:00 AM**

Location of Pre-Bid/Proposal Conference:

SCDNR, Marine Resources Div.

217 Ft. Johnson Road, Charleston, SC 29422

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

The pre-bid will also serve as the site visit.

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

Please write your questions in the form provided (Appendix B) to this solicitation and return to the Procurement Manager upon conclusion of the pre-bid meeting (or e-mail prior to the question deadline).

CLARIFICATION (NOV 2007)

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

MAIL PICKUP (JAN 2006)

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

ON-LINE BIDDING INSTRUCTIONS (MAR 2015) (modified – added 3rd bullet point under item 3 and added last sentence to item 4)

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

(b) Steps for On-Line Bidding

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

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

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

- **Only offers with a status of "submitted" have been received by the State.**
- **Offers with a status of "saved" have not been received.**
- **Once you submit your offer, if for any reason before bid opening you make updates or changes you must be sure that your status once again says "submitted"**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted (or re-submitted after any changes or updates prior to bid opening). Make sure that it says "submitted"

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

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 tangible project 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(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify 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. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

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

Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST - CPO - MMO ADDRESS (JUN 2006) (modified)

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

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

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

SITE VISIT (JAN 2006)

A site visit will be held **immediately following** the pre-bid meeting (**04/07/2017 10:00 AM**). Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: **04/07/2017 10:00 AM**

Contact Person's Name: Charles Burnsed, 843-953-9336

Location: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRRI Auditorium)

[02-2B165-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

Contractor will be responsible for providing preventive maintenance to two (2) York chillers model # 4SCACAS2-CJD and 1 (one) Carrier chiller model # 30XWB3256-65BC located at the Marine Resource Center's mechanical utilities building. The maintenance shall include three (3) inspections per year and the Contractor shall provide written reports of all equipment serviced in a format approved by the Facilities Engineer.

The inspections will take place at (1) start up, (2) during a period of operation, and (3) at shutdown. Areas of inspection as required by SCDNR are detailed below. Any deficiencies found during the inspection must be reported. If during the inspection Contractor identifies items/problems outside of those listed in the SCDNR's specific areas of inspection they must report them immediately to the Physical Plant Supervisor and repair **only after their approval and issuance of a change order**. In addition to the three (3) yearly inspections, there may be service calls when deemed necessary by SCDNR Physical Plant supervisor. These services must be invoiced at the bid hourly labor rate.

Contractor shall have necessary tools and equipment to perform all inspection, maintenance and repair functions as outlined in this document. Contractor must also have access to laboratory facilities capable of analyzing oil samples, refrigerant, and bromide solutions and provide results promptly and without delays.

Contractor shall at minimum maintain an adequate inventory of parts to accomplish the tasks in the inspection checklist. Any other parts and components (including major parts and components) needed are expected to be available within forty-eight hours.

Maximum mark-up acceptable for all parts and components is factory to dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any part or component. The percent markup will be firm for the maximum contract period of five (5) years.

SCDNR authorized personnel will provide reasonable means to access all devices which are to be maintained. The Contractor shall be free to start and stop all primary equipment incidentals to the operation of the system. Starts and stops shall be coordinated with Maintenance Engineering and all affected occupants shall be notified in advance. Care shall be taken to not overload the system and cause high ratchet to occur on electrical power.

All maintenance, inspections, repairs, service calls should be attended to during normal business hours (8AM to 5PM) unless previously approved, in writing, by the SCDNR Physical Plant supervisor.

Contractor's Responsibilities

The **inspections** will take place at (1) shut down, (2) at start-up, and (3) during a period of operation. Areas of inspection as required by SCDNR are detailed below.

Shut down Inspections

Will be conducted at an agreeable time following notice of winter shut down of equipment and shall consist of the following procedures after contacting and coordinating with Maintenance Engineering:

1. Starter and Control Panel

The following must be checked:

- Electrical connections in starter for tightness and condition.
- Overload dashpots for proper oil level.
- Condition of all starter contactors.
- Control panel gauges for calibration.
- Condition of all relays in control panel.
- Both timers in control panel. Tighten all electrical connections in control panel. Proper operation of solenoid air valve.
- Complete interlocking control circuit.
- Starter for proper operation.

The following must be checked and/or calibrated and setting recorded:

- Motor temperature control
- High pressure control
- Oil failure control with gradual switch
- Oil temperature control
- PE switch

2. Lubrication System

- Meggar oil pump motor (record megohm reading). T1-GRD, T2-GRD and T3-GRD.
- Change compressor oil (oil & liter included).
- Obtain oil sample for lab analysis.
 - As part inspection the Contractor is responsible for taking the oil samples, sending them to the lab and forwarding DNR a report.
- Inspect all external oil lines and fittings.

The following must be checked:

- Condition and calibration of oil temperature thermometer.
- Oil pump starter contacts.
- Check and tighten oil pump motor electrical connections.

3. Compressor and Motor

- Meggar compressor motor (record megohm readings).
- Lubricate bearings in vane control shaft.
- Disconnect linkages from vane control motor and check vane operation.
- Inspect external fittings on compressor.
- Inspect vane shaft linkage and bearings.

The following must be checked:

- Operation of vane control motor.
- Setting of pilot positioner (record settings).
- Electrical connections and terminals on compressor motor.

4. Purge System

- Change oil in purge compressor
- Check setting of purge relief valve (record setting).
- Clean purge condenser (gaskets included).
- Lubricate purge compressor motor.
- Check for proper operation of purge solenoid valve.
- Clean strainer in purge cooling water line.
- Clean oil separator and charge with new oil
- Check and calibrate purge pressure control (record setting).
- Leak test purge system.
- Return all water and refrigerant valves to proper positions.

5. General Unit Components

- Inspect condenser heads and tubes for erosion and deposits.
- Inspect evaporator heads and tubes for erosion and deposits.
- Check rupture disc.
- Check condition of all sight glasses on unit level.
- Complete test log.
- Rod condenser tubes once a year and chill water tubes as needed.

Start-Up Inspections

Will be conducted upon receipt of the cooling season's start date and will consist of the following:

- Check machine for air, Freon, and water leaks and repair if necessary.
- Start machine and test all safety circuits, switches, and controls.

- Observe and record temperature readings of condenser and chilled water, both entering and leaving.

Operational Inspections

Operational inspections will be conducted for each machine on or before the seasonal midpoint. Contractor's personnel shall make appointments with the Physical Plant Supervisor to perform the operational inspections. Each machine shall be inspected in the fully operational mode accompanied by a DNR Maintenance technician. Operation inspection procedures are as follows for all machines:

1. Starter and Control Panel:

The following must be checked:

- Compressor motor starter for proper operation.
- The proper operation of solenoid air valve.
- Control panel gauges for calibration.
- Operation of load limit relay (record AMP reading).

The following must be checked and/or calibrated and setting recorded:

- Motor temperature control (record setting).
- Low temperature control (record setting).

2. Lubrication System

- Obtain oil sample for lab analysis.
- Inspect all external oil lines and fittings.

The following must be checked:

- Condition and calibration of oil temperature thermometer.
- Check and/or calibrate oil pressure regulator.
- Amperage on all three legs of oil pump motor (record AMP readings). Phase A, Phase B and Phase C.
- Check and record voltage readings on oil pump motor.

3. Compressor and Motor:

- Inspect external fittings on compressor.
- Inspect vane motor, shaft and linkages.
- Check for proper operation of vane control motor.

4. Purge System:

The following must be checked:

- Oil level in purge compressor.
- Setting on purge relief valve (record setting).

- Check and adjust belt alignment and tension on purge compressor.
- Proper liquid level in purge condenser drum. Drain water from purge condenser drum.
- Proper operation of purge solenoid valve. Clean strainer in purge cooling water line.
- Check and/or calibrate purge pressure control (record setting).
- Inspect purge compressor (seals, oil leaks, etc.).

5. General Unit Components:

The following must be checked:

- Condition of all sight glasses on unit.
- Rupture disc
- Proper refrigerant level

The following must be checked and/or calibrated:

- All thermometers on condenser (where possible).
- All thermometers on evaporator (where possible).
- All pressure gauges on condenser (where possible).
- All pressure gauges on evaporator (where possible).

Other:

- Run machine at light load and observe noise level.
- Complete test log PM units per factory specifications and recommendations.

Change(s) in Equipment

Contractor must adjust to changes in the quantity of chillers required by DNR. It must cover maintenance on any additional chillers added by DNR during the term of this contract. It must also be able to adjust to the removal of any chillers by DNR. Pricing will be adjusted accordingly per the prices bid on this solicitation.

Changes of any additions/deletions will be communicated via a change order.

Emergencies

Emergencies are defined any service call necessitated outside of normal business hours, weekends and holidays. Normal business hours are Monday thru Friday 8AM – 5PM. A list of SC state holidays is provided as an Appendix A.

The Contractor must provide an emergency 24 hour, 7 days per week, 365 days per year (24/7/365) phone number that will be used only in the case an emergency arises.

The Contractor must be able to provide emergency response services with the ability to respond to items covered by this contract (24/7/365). In the event of an emergency, the contractor must reply by telephone within one (1) hour upon receipt of the request and have a technician on site, if requested, within **two (2) hours** of notification unless otherwise instructed by the Physical Plant Supervisor or their designee.

Contractors must have the following resources readily available and ready to respond to any emergency:

- a) A valid, working, 24/7/365 emergency response phone number
- b) Adequate personnel with all required certifications
- c) Adequate inventory of equipment, materials and transport vehicles

The state will not contemplate paying an emergency hourly rate higher than 50% more of the bid hourly rate.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

SCDNR, MRD, 217 Ft. Johnson Road, Charleston, SC 29422
[03-3030-1]

DELIVERY DATE -- PURCHASE ORDER (JAN 2006) (revised)

All items shall be delivered as specified on the purchase order.

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [

☐ Yes ☐ No

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

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

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

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

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

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

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER.**

- Have at least 5 years experience, be factory trained in the maintenance, inspection and repair of centrifugal and screw type chillers up to four hundred (400) ton capacity, including but not limited to pneumatic and electronic control systems and have a valid Section 608 EPA Universal Technician Certification.
- The successful bidder shall be located within fifty (50) mile radius of the Marine Resources Division, Charleston, S.C.

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

[05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

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

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

Use subcontractor form – Appendix C

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

The grand total of Items 1 thru 4 will be evaluated. Award will be made to the lowest responsive and responsible bidder.

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

UNIT PRICE GOVERNS (JAN 2006)

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

CONTACT PERSON

After award of contract, contact person will be Physical Plant Supervisor (843) 953-9336.

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

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

Contractor will invoice for parts used, the number of hours worked during the inspection period and the number of hours worked if additional work is required outside of the 3 maintenance periods. Any work or parts required outside of the requirements outlined in this contract must be approved prior to the work being performed or payment for those hours/parts may be denied.

Send itemized invoices to:

SCDNR – Marine Resources Division
Attn: Physical Plant
217 Ft. Johnson Road
Charleston, SC 29422

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news

releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

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

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this

agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006) (revised)

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

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

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

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of

notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

- (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,

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

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

[07-7B160-1]

PRICE 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. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

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

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

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

[07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

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 1 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the

convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Note: This sheet must not be altered in any way. Complete pricing schedule must be submitted with your offer. In addition to submitting this completed sheet with your offer, enter the GRAND TOTAL into the online bidding system.

Read each Item Description carefully. The numbers below are for evaluation purposes only. The quantities below are only estimates and may not reflect actual yearly usage.

ITEM	Description	Quantity	Unit of Measure	Price Per Year (for all 3)	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
1	Inspection/ Preventive Maintenance (Labor)	3	Inspections		
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Total Labor Cost for the inspection/preventative maintenance to two (2) York chillers model # 4SCACAS2-CJD and 1 (one) Carrier chiller model # 30XWB3256-65BC three (3) times per year. Labor only.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Estimated cost for parts (last 5 years)	Contractor's Percent mark-up	Extended Price Add estimated cost provided plus % markup (Insert Extended Price in online bidding system)
2			
	50,000	_____ %	\$ _____
Product Category: 03113 – Chillers, Heat Exchangers and Receivers			
Item Description: Markup for parts and components. Maximum mark-up acceptable for all parts and components is contractor's cost plus contractor's % mark-up. The State reserves the right to require proof of the contractor's cost for any part or component. <u>The percent markup will be firm for the maximum contract period of five (5) years.</u>			
Preferences			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences .	Mandatory	No	____ Yes ____ No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	____ Yes ____ No

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
3	Regular Business Hours Hourly Rate	100 hours			
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for normal business hours. Normal business hours are Monday thru Friday 8AM to 5PM, not including holidays.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
4	Emergency Hourly Rate	50			
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for emergency hours. Emergency hours are hours outside of normal business hours, weekends and holidays. Emergency hourly rates cannot be higher than 50% more of the hourly rate.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

GRAND TOTAL (Add extended price of items 1 thru 4) \$ _____

IX. ATTACHMENTS TO SOLICITATION

None

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

[09-9005-3]

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.

[09-9010-1]

Appendix A

SC State Holidays

- New Year's Day -- January 1
- Martin Luther King, Jr. Day -- Third Monday in January
- George Washington's Birthday or President's Day -- Third Monday in February
- Confederate Memorial Day -- May 10
- National Memorial Day -- Last Monday in May
- Independence Day -- July 4
- Labor Day -- First Monday in September
- Veterans Day -- November 11
- Thanksgiving Day -- Fourth Thursday in November
- Day after Thanksgiving
- Christmas Eve -- December 24
- Christmas Day -- December 25
- Day after Christmas -- December 26

Generally, if a holiday falls on a Saturday, the state will observe the holiday on the preceding Friday. If a holiday falls on a Sunday, the state will observe the holiday on the following Monday.

While these are the SC State Holidays, always verify dates with DNR.

APPENDIX B - Question Form



Meeting Subject **DNR Maintenance and Repair HVAC Svcs /Bid 5400012918**

Meeting Date & Time _____

Meeting Purpose **Pre-Bid Conference**

Prospective Bidders/Offerors/Contractors: Please write your questions in the spaces below and return to the Procurement Manager upon conclusion of the pre-bid meeting (***or e-mail prior to the question deadline***). If additional space is needed, please use the back of this form or add on your own paper. ONLY questions submitted in writing may be considered when or if posting an amendment or making any changes to this solicitation. ***Please write legibly or type – if Procurement Manager cannot read the question, it will be thrown out.***

Name _____

Company _____

E-mail _____

Questions

Q1	
Q2	
Q3	

Q4	
Q5	
Q6	


APPENDIX C - Subcontractor Form

Subcontractors/Business Information Record Form

Please list all subcontractors who may be providing subcontracting services, furnishing materials, etc. for this contract. The list shall be submitted in the format provided below. If not applicable please state that subcontractors are not applicable.

[illegible]

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid Amendment #1</p>	<p>Solicitation: 5400012929 Date Issued: 03/29/2017 Procurement Officer: KATHY SANTANDREU Phone: 803-896-5304 E-Mail Address: ksantandreu@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</p>
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DESCRIPTION: **DNR Maintenance and Repair HVAC Svcs**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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

SUBMIT OFFER BY (Opening Date/Time): **05/01/2017 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.**

<p>CONFERENCE TYPE: Pre-bid and site visit DATE & TIME: 04/07/2017 10:00 AM <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small></p>	<p>LOCATION: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRRI Auditorium)</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 05/12/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small></p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small></p>	<p>DATE SIGNED</p>
<p>TITLE <small>(business title of person signing above)</small></p>	<p>STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small></p>
<p>PRINTED NAME <small>(printed name of person signing above)</small></p>	<p>STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small></p>

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

☐ Sole Proprietorship
☐ Partnership
☐ Other _____

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

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)
	<div style="text-align: right;">Area Code -</div> <div>Number - Extension Facsimile</div> <div style="text-align: right;">E-</div> <div>mail Address</div>

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

Amendment #1
Solicitation 5400012929

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
[02-2A005-1]

Note:

Make sure your solicitation has an issue date of 3-29-17 (date found on page 1)

Changes:

Question due date has been extended to Monday, April 10, 2017 at 5PM.


Additions:

Street mailing address:

Kathy Santandreu
SFAA
1201 Main Street, Suite 600
Columbia, SC 29201

All other terms, condition, bidding instruction, and specifications remain unchanged. If there are any question or if any confusion or uncertainty arises as a result of this amendment, it is the sole responsibility of the Offeror to contact the procurement officer for clarification. Contact information can be found in the top right hand corner of the cover page of this amendment reference the "Duty to Inquire" in the original Invitation for Bid (IFB).

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid Amendment #2</p>	<p>Solicitation: 5400012929 Date Issued: 04/13/2017 Procurement Officer: KATHY SANTANDREU Phone: 803-896-5304 E-Mail Address: ksantandreu@mno.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</p>
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DESCRIPTION: **DNR Maintenance and Repair HVAC Svcs**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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

SUBMIT OFFER BY (Opening Date/Time): **05/01/2017 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.**

<p>CONFERENCE TYPE: Pre-bid and site visit DATE & TIME: 04/07/2017 10:00 AM (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRR Auditorium)</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 05/12/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE (business title of person signing above)</p>	<p>STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME (printed name of person signing above)</p>	<p>STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)</p>

<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p>		
<p><input type="checkbox"/> Sole Proprietorship</p>	<p><input type="checkbox"/> Partnership</p>	<p><input type="checkbox"/> Other _____</p>
<p><input type="checkbox"/> Corporate entity (not tax-exempt)</p>	<p><input type="checkbox"/> Corporation (tax-exempt)</p>	<p><input type="checkbox"/> Government entity (federal, state, or local)</p>

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)
	<div style="text-align: right;">Area Code -</div> <div>Number - Extension Facsimile</div> <div style="text-align: right;">E-</div> <div>mail Address</div>

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

Amendment #1
Solicitation 5400012929

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
[02-2A005-1]

Note:

Make sure your solicitation has an issue date of 3-29-17 (date found on page 1)

Questions/Answers:

1. We had a question concerning job hours. In the past, the shutdown, start-up and operational inspections were broken down into specific completion hours. Were these intentionally left out this go around? It helped keep the playing field level. Let us know your thoughts.

The job hours in the old contract do not seem too relevant anymore so they were removed. The time that it takes to do a chiller's preventive maintenance could be a little more or a little less than the hours that were previously provided in the old cotract.

2. Please send me the listed equipment for the "DNR Maintenance and Repair HVAC Svcs.", Solicitation # 5400012929.

The list of equipment is on page 4 paragraph 2 of the solicitation. The equipment listed would qualify as emergency repairs only. They will not be maintained by the contractor.

3. I Am Requesting amount of current service contract award.

Answer:



Statement of
Work.doc




Solicitation.doc



Intent to Award.DOC

All other terms, condition, bidding instruction, and specifications remain unchanged. If there are any question or if any confusion or uncertainty arises as a result of this amendment, it is the sole responsibility of the Offeror to contact the procurement officer for clarification. Contact information can be found in the top right hand corner of the cover page of this amendment reference the "Duty to Inquire" in the original Invitation for Bid (IFB).

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid</p>	<p>Solicitation: 5400012929 Date Issued: 03/29/2017 Procurement Officer: KATHY SANTANDREU Phone: 803-896-5304 E-Mail Address: ksantandreu@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</p>
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DESCRIPTION: **DNR Maintenance and Repair HVAC Svcs**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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QUESTIONS MUST BE RECEIVED BY: **04/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.**

<p>CONFERENCE TYPE: Pre-bid and site visit DATE & TIME: 04/07/2017 10:00 AM (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRR Auditorium)</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 05/12/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR Johnson Controls Inc (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE <i>Jack P. Mills</i> (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED 4/27/2017</p>
<p>TITLE Account Executive (business title of person signing above)</p>	<p>STATE VENDOR NO. 7000033119 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME Jack P Mills (printed name of person signing above)</p>	<p>STATE OF INCORPORATION Wisconsin (If you are a corporation, identify the state of incorporation.)</p>

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

☐ Sole Proprietorship
 ☐ Partnership
 ☐ Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) Johnson Controls 4415 Sea Ray Dr North Charleston, SC 29405	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) Johnson Controls 4415 Sea Ray Dr. North Charleston, SC 20405 <div style="text-align: right;">Area Code -</div> <div style="text-align: center;">Number - Extension Facsimile</div> Jack.p.mills@jci.com E-mail Address
---	--

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

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	4/7/2017						
2	4/13/2017						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
	2%	1%		

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

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

4415 Sea Ray Dr.
North Charleston, SC 29405

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

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

It is the intent of the State of South Carolina, Materials Management Office to solicit bids on behalf of The South Carolina Department of Natural Resources (SCDNR), Marine Resources Division, for qualified Contractors to provide the annual maintenance and repair services for all HVAC equipment located at 217 Ft. Johnson Road, Charleston, S.C. HVAC systems include, but not limited to: chillers, air handling units, exhaust fans, circulating pumps, fan coil units, control equipment, compressors, three (3) energy recovery units, and other appropriate heating and cooling controls and systems.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 7/1/2017 End date: 6/30/2022. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The maximum contract period shall be for five (5) years. This includes an initial one (1) year term and four (4) optional one-year renewal terms.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the

term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 2006)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than **April 7, 2017 at 5:00 PM (EST).** **Please do not wait until the last minute to submit your questions. Ask them as they come to you.**

Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email: **"DNR Maintenance and Repair HVAC Svcs Bid 5400012929 Questions"**. Questions must be submitted in an easily copied format such as MS Word.

Email: ksantandreu@mmo.sc.gov

Note: A question form has been attached as Appendix B for your convenience.

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

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

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

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

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

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in

subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must

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

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

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **04/05/2017 10:00 AM**

Location of Pre-Bid/Proposal Conference:

SCDNR, Marine Resources Div.

217 Ft. Johnson Road, Charleston, SC 29422

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

The pre-bid will also serve as the site visit.

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

Please write your questions in the form provided (Appendix B) to this solicitation and return to the Procurement Manager upon conclusion of the pre-bid meeting (or e-mail prior to the question deadline).

CLARIFICATION (NOV 2007)

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

MAIL PICKUP (JAN 2006)

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

ON-LINE BIDDING INSTRUCTIONS (MAR 2015) (modified – added 3rd bullet point under item 3 and added last sentence to item 4)

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

(b) Steps for On-Line Bidding

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

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

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

- Only offers with a status of "submitted" **have been received by the State.**
- Offers with a status of "saved" **have not been received.**
- Once you submit your offer, if for any reason before bid opening you make updates or changes you must be sure that your status once again says "submitted"

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted (or re-submitted after any changes or updates prior to bid opening). Make sure that it says "submitted"

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

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 tangible project 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(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify 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. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

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

Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST - CPO - MMO ADDRESS (JUN 2006) (modified)

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

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

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

SITE VISIT (JAN 2006)

A site visit will be held **immediately following** the pre-bid meeting (**04/07/2017 10:00 AM**). Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: **04/07/2017 10:00 AM**

Contact Person's Name: Charles Burnsed, 843-953-9336

Location: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRRI Auditorium)

[02-2B165-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

Contractor will be responsible for providing preventive maintenance to two (2) York chillers model # 4SCACAS2-CJD and 1 (one) Carrier chiller model # 30XWB3256-65BC located at the Marine Resource Center's mechanical utilities building. The maintenance shall include three (3) inspections per year and the Contractor shall provide written reports of all equipment serviced in a format approved by the Facilities Engineer.

The inspections will take place at (1) start up, (2) during a period of operation, and (3) at shutdown. Areas of inspection as required by SCDNR are detailed below. Any deficiencies found during the inspection must be reported. If during the inspection Contractor identifies items/problems outside of those listed in the SCDNR's specific areas of inspection they must report them immediately to the Physical Plant Supervisor and repair **only after their approval and issuance of a change order**. In addition to the three (3) yearly inspections, there may be service calls when deemed necessary by SCDNR Physical Plant supervisor. These services must be invoiced at the bid hourly labor rate.

Contractor shall have necessary tools and equipment to perform all inspection, maintenance and repair functions as outlined in this document. Contractor must also have access to laboratory facilities capable of analyzing oil samples, refrigerant, and bromide solutions and provide results promptly and without delays.

Contractor shall at minimum maintain an adequate inventory of parts to accomplish the tasks in the inspection checklist. Any other parts and components (including major parts and components) needed are expected to be available within forty-eight hours.

Maximum mark-up acceptable for all parts and components is factory to dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any part or component. The percent markup will be firm for the maximum contract period of five (5) years.

SCDNR authorized personnel will provide reasonable means to access all devices which are to be maintained. The Contractor shall be free to start and stop all primary equipment incidentals to the operation of the system. Starts and stops shall be coordinated with Maintenance Engineering and all affected occupants shall be notified in advance. Care shall be taken to not overload the system and cause high ratchet to occur on electrical power.

All maintenance, inspections, repairs, service calls should be attended to during normal business hours (8AM to 5PM) unless previously approved, in writing, by the SCDNR Physical Plant supervisor.

Contractor's Responsibilities

The **inspections** will take place at (1) shut down, (2) at start-up, and (3) during a period of operation. Areas of inspection as required by SCDNR are detailed below.

Shut down Inspections

Will be conducted at an agreeable time following notice of winter shut down of equipment and shall consist of the following procedures after contacting and coordinating with Maintenance Engineering:

1. Starter and Control Panel

The following must be checked:

- Electrical connections in starter for tightness and condition.
- Overload dashpots for proper oil level.
- Condition of all starter contactors.
- Control panel gauges for calibration.
- Condition of all relays in control panel.
- Both timers in control panel. Tighten all electrical connections in control panel. Proper operation of solenoid air valve.
- Complete interlocking control circuit.
- Starter for proper operation.

The following must be checked and/or calibrated and setting recorded:

- Motor temperature control
- High pressure control
- Oil failure control with gradual switch
- Oil temperature control
- PE switch

2. Lubrication System

- Meggar oil pump motor (record megohm reading). T1-GRD, T2-GRD and T3-GRD.
- Change compressor oil (oil & liter included).
- Obtain oil sample for lab analysis.
 - As part inspection the Contractor is responsible for taking the oil samples, sending them to the lab and forwarding DNR a report.
- Inspect all external oil lines and fittings.

The following must be checked:

- Condition and calibration of oil temperature thermometer.
- Oil pump starter contacts.
- Check and tighten oil pump motor electrical connections.

3. Compressor and Motor

- Meggar compressor motor (record megohm readings).
- Lubricate bearings in vane control shaft.
- Disconnect linkages from vane control motor and check vane operation.
- Inspect external fittings on compressor.
- Inspect vane shaft linkage and bearings.

The following must be checked:

- Operation of vane control motor.
- Setting of pilot positioner (record settings).
- Electrical connections and terminals on compressor motor.

4. Purge System

- Change oil in purge compressor
- Check setting of purge relief valve (record setting).
- Clean purge condenser (gaskets included).
- Lubricate purge compressor motor.
- Check for proper operation of purge solenoid valve.
- Clean strainer in purge cooling water line.
- Clean oil separator and charge with new oil
- Check and calibrate purge pressure control (record setting).
- Leak test purge system.
- Return all water and refrigerant valves to proper positions.

5. General Unit Components

- Inspect condenser heads and tubes for erosion and deposits.
- Inspect evaporator heads and tubes for erosion and deposits.
- Check rupture disc.
- Check condition of all sight glasses on unit level.
- Complete test log.
- Rod condenser tubes once a year and chill water tubes as needed.

Start-Up Inspections

Will be conducted upon receipt of the cooling season's start date and will consist of the following:

- Check machine for air, Freon, and water leaks and repair if necessary.
- Start machine and test all safety circuits, switches, and controls.

- Observe and record temperature readings of condenser and chilled water, both entering and leaving.

Operational Inspections

Operational inspections will be conducted for each machine on or before the seasonal midpoint. Contractor's personnel shall make appointments with the Physical Plant Supervisor to perform the operational inspections. Each machine shall be inspected in the fully operational mode accompanied by a DNR Maintenance technician. Operation inspection procedures are as follows for all machines:

1. Starter and Control Panel:

The following must be checked:

- Compressor motor starter for proper operation.
- The proper operation of solenoid air valve.
- Control panel gauges for calibration.
- Operation of load limit relay (record AMP reading).

The following must be checked and/or calibrated and setting recorded:

- Motor temperature control (record setting).
- Low temperature control (record setting).

2. Lubrication System

- Obtain oil sample for lab analysis.
- Inspect all external oil lines and fittings.

The following must be checked:

- Condition and calibration of oil temperature thermometer.
- Check and/or calibrate oil pressure regulator.
- Amperage on all three legs of oil pump motor (record AMP readings). Phase A, Phase B and Phase C.
- Check and record voltage readings on oil pump motor.

3. Compressor and Motor:

- Inspect external fittings on compressor.
- Inspect vane motor, shaft and linkages.
- Check for proper operation of vane control motor.

4. Purge System:

The following must be checked:

- Oil level in purge compressor.
- Setting on purge relief valve (record setting).

- Check and adjust belt alignment and tension on purge compressor.
- Proper liquid level in purge condenser drum. Drain water from purge condenser drum.
- Proper operation of purge solenoid valve. Clean strainer in purge cooling water line.
- Check and/or calibrate purge pressure control (record setting).
- Inspect purge compressor (seals, oil leaks, etc.).

5. General Unit Components:

The following must be checked:

- Condition of all sight glasses on unit.
- Rupture disc
- Proper refrigerant level

The following must be checked and/or calibrated:

- All thermometers on condenser (where possible).
- All thermometers on evaporator (where possible).
- All pressure gauges on condenser (where possible).
- All pressure gauges on evaporator (where possible).

Other:

- Run machine at light load and observe noise level.
- Complete test log PM units per factory specifications and recommendations.

Change(s) in Equipment

Contractor must adjust to changes in the quantity of chillers required by DNR. It must cover maintenance on any additional chillers added by DNR during the term of this contract. It must also be able to adjust to the removal of any chillers by DNR. Pricing will be adjusted accordingly per the prices bid on this solicitation.

Changes of any additions/deletions will be communicated via a change order.

Emergencies

Emergencies are defined any service call necessitated outside of normal business hours, weekends and holidays. Normal business hours are Monday thru Friday 8AM – 5PM. A list of SC state holidays is provided as an Appendix A.

The Contractor must provide an emergency 24 hour, 7 days per week, 365 days per year (24/7/365) phone number that will be used only in the case an emergency arises.

The Contractor must be able to provide emergency response services with the ability to respond to items covered by this contract (24/7/365). In the event of an emergency, the contractor must reply by telephone within one (1) hour upon receipt of the request and have a technician on site, if requested, within **two (2) hours** of notification unless otherwise instructed by the Physical Plant Supervisor or their designee.

Contractors must have the following resources readily available and ready to respond to any emergency:

- a) A valid, working, 24/7/365 emergency response phone number
- b) Adequate personnel with all required certifications
- c) Adequate inventory of equipment, materials and transport vehicles

The state will not contemplate paying an emergency hourly rate higher than 50% more of the bid hourly rate.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

SCDNR, MRD, 217 Ft. Johnson Road, Charleston, SC 29422
[03-3030-1]

DELIVERY DATE -- PURCHASE ORDER (JAN 2006) (revised)

All items shall be delivered as specified on the purchase order.

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [

☐ Yes ☒ No

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

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

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

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

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

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

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER.**

- Have at least 5 years experience, be factory trained in the maintenance, inspection and repair of centrifugal and screw type chillers up to four hundred (400) ton capacity, including but not limited to pneumatic and electronic control systems and have a valid Section 608 EPA Universal Technician Certification.
- The successful bidder shall be located within fifty (50) mile radius of the Marine Resources Division, Charleston, S.C.

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

[05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

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

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

Use subcontractor form – Appendix C

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

The grand total of Items 1 thru 4 will be evaluated. Award will be made to the lowest responsive and responsible bidder.

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

UNIT PRICE GOVERNS (JAN 2006)

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

CONTACT PERSON

After award of contract, contact person will be Physical Plant Supervisor (843) 953-9336.

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

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

Contractor will invoice for parts used, the number of hours worked during the inspection period and the number of hours worked if additional work is required outside of the 3 maintenance periods. Any work or parts required outside of the requirements outlined in this contract must be approved prior to the work being performed or payment for those hours/parts may be denied.

Send itemized invoices to:

SCDNR – Marine Resources Division
Attn: Physical Plant
217 Ft. Johnson Road
Charleston, SC 29422

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news

releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

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

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this

agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006) (revised)

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

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

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

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of

notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

- (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,

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

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

[07-7B160-1]

PRICE 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. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

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

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

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

[07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

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 1 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the

convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Note: This sheet must not be altered in any way. Complete pricing schedule must be submitted with your offer. In addition to submitting this completed sheet with your offer, enter the GRAND TOTAL into the online bidding system.

Read each Item Description carefully. The numbers below are for evaluation purposes only. The quantities below are only estimates and may not reflect actual yearly usage.

ITEM	Description	Quantity	Unit of Measure	Price Per Year (for all 3)	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
1	Inspection/ Preventive Maintenance (Labor)	3	Inspections	\$5,650.00	\$29,995.00
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Total Labor Cost for the inspection/preventative maintenance to two (2) York chillers model # 4SCACAS2-CJD and 1 (one) Carrier chiller model # 30XWB3256-65BC three (3) times per year. Labor only.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Estimated cost for parts (last 5 years)	Contractor's Percent mark-up	Extended Price Add estimated cost provided plus % markup (Insert Extended Price in online bidding system)
2			
	50,000	_10_ %	\$ __\$55,000__
Product Category: 03113 – Chillers, Heat Exchangers and Receivers			
Item Description: Markup for parts and components. Maximum mark-up acceptable for all parts and components is contractor's cost plus contractor's % mark-up. The State reserves the right to require proof of the contractor's cost for any part or component. <u>The percent markup will be firm for the maximum contract period of five (5) years.</u>			
Preferences			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences .	Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
3	Regular Business Hours Hourly Rate	100 hours	\$97.00	\$9,700	\$51,400
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for normal business hours. Normal business hours are Monday thru Friday 8AM to 5PM, not including holidays.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
4	Emergency Hourly Rate	50	\$145	\$7,250	\$38,450
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for emergency hours. Emergency hours are hours outside of normal business hours, weekends and holidays. Emergency hourly rates cannot be higher than 50% more of the hourly rate.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

GRAND TOTAL (Add extended price of items 1 thru 4) \$ 174,845

IX. ATTACHMENTS TO SOLICITATION

None

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

[09-9005-3]

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.

[09-9010-1]

Appendix A

SC State Holidays

- New Year's Day -- January 1
- Martin Luther King, Jr. Day -- Third Monday in January
- George Washington's Birthday or President's Day -- Third Monday in February
- Confederate Memorial Day -- May 10
- National Memorial Day -- Last Monday in May
- Independence Day -- July 4
- Labor Day -- First Monday in September
- Veterans Day -- November 11
- Thanksgiving Day -- Fourth Thursday in November
- Day after Thanksgiving
- Christmas Eve -- December 24
- Christmas Day -- December 25
- Day after Christmas -- December 26

Generally, if a holiday falls on a Saturday, the state will observe the holiday on the preceding Friday. If a holiday falls on a Sunday, the state will observe the holiday on the following Monday.

While these are the SC State Holidays, always verify dates with DNR.

APPENDIX B - Question Form



Meeting Subject **DNR Maintenance and Repair HVAC Svcs /Bid 5400012918**

Meeting Date & Time _____

Meeting Purpose **Pre-Bid Conference**

Prospective Bidders/Offerors/Contractors: Please write your questions in the spaces below and return to the Procurement Manager upon conclusion of the pre-bid meeting (***or e-mail prior to the question deadline***). If additional space is needed, please use the back of this form or add on your own paper. ONLY questions submitted in writing may be considered when or if posting an amendment or making any changes to this solicitation. ***Please write legibly or type – if Procurement Manager cannot read the question, it will be thrown out.***

Name _____

Company _____

E-mail _____

Questions

Q1	
Q2	
Q3	

Q4	
Q5	
Q6	

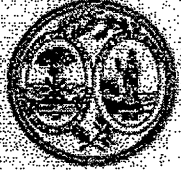
APPENDIX C - Subcontractor Form

Subcontractors/Business Information Record Form

Please list all subcontractors who may be providing subcontracting services, furnishing materials, etc. for this contract. The list shall be submitted in the format provided below. If not applicable please state that subcontractors are not applicable.

[illegible]

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	State of South Carolina	Solicitation: 5400012929
	Invitation For Bid	Date Issued: 03/29/2017
		Procurement Officer: KATHY SANTANDREU
		Phone: 803-896-5304
		E-Mail Address: ksantandreu@mno.sc.gov
		Mailing Address: SFAA, Div. of Procurement Services, MMO
		PO Box 101103
		Columbia SC 29211

RECEIVED

DESCRIPTION: DNR Maintenance and Repair HVAC Svcs

USING GOVERNMENTAL UNIT: SC Department of Natural Resources Admin

MAY 01 2017

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

SUBMIT OFFER BY (Opening Date/Time): 05/01/2017 11:00 AM (See "Deadline For Submission Of Offer" provision) 11:00 AM.

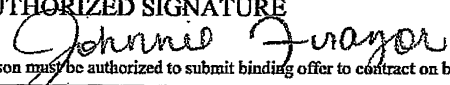
QUESTIONS MUST BE RECEIVED BY: 04/05/2017 5:00 PM (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.

CONFERENCE TYPE: Pre-bid and site visit DATE & TIME: 04/07/2017 10:00 AM <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRR Auditorium)
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AWARD & AMENDMENTS	Award will be posted on 05/12/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
--------------------	--

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

NAME OF OFFEROR Carolina Chillers, Inc. <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED 4/28/2017
TITLE Account Manager <small>(business title of person signing above)</small>	STATE VENDOR NO. 7000048747 <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME Johnnie Frazor <small>(printed name of person signing above)</small>	STATE OF INCORPORATION South Carolina <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)		(See "Signing Your Offer" provision.)
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input checked="" type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 3810 Ladson Road, Suite A Ladson, SC 29456	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) PO Box 50550 Summerville, SC 29485-0550 843-832-2232 / 843-832-2303 Number - Extension Facsimile Area Code Sherry@carolinachillers.com mail Address
---	---

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

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

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

☒ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Note: This sheet must not be altered in any way. Complete pricing schedule must be submitted with your offer. In addition to submitting this completed sheet with your offer, enter the **GRAND TOTAL** into the online bidding system.

Read each Item Description carefully. The numbers below are for evaluation purposes only. The quantities below are only estimates and may not reflect actual yearly usage.

ITEM	Description	Quantity	Unit of Measure	Price Per Year (for all 3)	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
1	Inspection/ Preventive Maintenance (Labor)	3	Inspections	(\$2300 per yr) \$6,900.00	\$11,500.00
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: <u>Total Labor Cost</u> for the inspection/preventative maintenance to <u>two (2) York chillers</u> model # 4SCACAS2-CJD and <u>1 (one) Carrier chiller</u> model # 30XWB3256-65BC three (3) times per year. Labor only.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Estimated cost for parts (last 5 years)	Contractor's Percent mark-up	Extended Price Add estimated cost provided plus % markup (Insert Extended Price in online bidding system)
2	\$1,370.00	10%	\$1,370.00
	50,000	____%	\$ _____
Product Category: 03113 – Chillers, Heat Exchangers and Receivers			
Item Description: Markup for parts and components. Maximum mark-up acceptable for all parts and components is contractor's cost plus contractor's % mark-up. The State reserves the right to require proof of the contractor's cost for any part or component. <u>The percent markup will be firm for the maximum contract period of five (5) years.</u>			
Preferences			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences .	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC-End Product Preference if product is made, manufactured or grown in SC. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
3	Regular Business Hours Hourly Rate	100 hours	\$125. ⁰⁰	\$12,500. ⁰⁰	\$62,500. ⁰⁰
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for normal business hours. Normal business hours are Monday thru Friday 8AM to 5PM, not including holidays.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Bidding schedule continued on next page


ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
4	Emergency Hourly Rate	50	\$150.00	\$7,500.00	\$37,500.00
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for emergency hours. Emergency hours are hours outside of normal business hours, weekends and holidays. Emergency hourly rates cannot be higher than 50% more of the hourly rate.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

GRAND TOTAL (Add extended price of items 1 thru 4) \$112,870.00

IX. ATTACHMENTS TO SOLICITATION

None

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	State of South Carolina Invitation For Bid	Solicitation:	5400012929
		Date Issued:	03/29/2017
		Procurement Officer:	KATHY SANTANDREU
		Phone:	803-896-5304
		E-Mail Address:	ksantandreu@mmo.sc.gov
		Mailing Address:	SFAA, Div. of Procurement Services, MMOC PO Box 101103 Columbia SC 29211

RECEIVED

DESCRIPTION: **DNR Maintenance and Repair HVAC Svcs**

MAY 01 2017

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

Materials Management Office

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

11:00 AM

SUBMIT OFFER BY (Opening Date/Time): **05/01/2017 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.**

CONFERENCE TYPE: **Pre-bid and site visit**
DATE & TIME: **04/07/2017 10:00 AM**

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

LOCATION:
SCDNR, Marine Resources Division, 217 Ft.
Johnson Road, Charleston, SC 29422
(MRRI Auditorium)

AWARD &
AMENDMENTS

Award will be posted on **05/12/2017**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

NAME OF OFFEROR
Daikin Applied

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE


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

DATE SIGNED
4/28/2017

TITLE
Service Sales Representative
(business title of person signing above)

STATE VENDOR NO.
7000037999
(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME
Frank Barriero
(printed name of person signing above)

STATE OF INCORPORATION
Delaware
(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

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

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 1212 Broughton Blvd. Florence, SC 29501	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) 1212 Broughton Blvd. Florence, SC 29501 <div style="display: flex; justify-content: space-between;"> <div> 843-407-7963 Area Code - Number - Extension </div> <div> 763-509-7692 Facsimile </div> </div> <div style="display: flex; justify-content: space-between;"> <div> frank.barriero@daikinapplied.com E-mail Address </div> </div>
--	---

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) Daikin Applied 24827 Network Place Chicago IL. 60673 _____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) _____ <input checked="" type="checkbox"/> Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)
---	---

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	04/07/2017						
2	04/13/2017						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

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

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Note: This sheet must not be altered in any way. Complete pricing schedule must be submitted with your offer. In addition to submitting this completed sheet with your offer, enter the GRAND TOTAL into the online bidding system.

Read each Item Description carefully. The numbers below are for evaluation purposes only. The quantities below are only estimates and may not reflect actual yearly usage.

ITEM	Description	Quantity	Unit of Measure	Price Per Year (for all 3)	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
1	Inspection/ Preventive Maintenance (Labor)	3	Inspections	\$ 4,980.00	\$ 24,900
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Total Labor Cost for the inspection/preventative maintenance to two (2) York chillers model # 4SCACAS2-CJD and 1 (one) Carrier chiller model # 30XWB3256-65BC three (3) times per year. Labor only.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Estimated cost for parts (last 5 years)	Contractor's Percent mark-up	Extended Price Add estimated cost provided plus % markup (insert Extended Price in online bidding system)
2			
	50,000	___10___%	\$ 5,500
Product Category: 03113 – Chillers, Heat Exchangers and Receivers			
Item Description: Markup for parts and components. Maximum mark-up acceptable for all parts and components is contractor's cost plus contractor's % mark-up. The State reserves the right to require proof of the contractor's cost for any part or component. <u>The percent markup will be firm for the maximum contract period of five (5) years.</u>			
Preferences			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences .	Mandatory	No	___X___ Yes ___ No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	___X___ Yes ___ No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	___X___ Yes ___ No

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
3	Regular Business Hours Hourly Rate	100 hours	\$ 80.00	\$ 8,000.00	\$ 40,000.00
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for normal business hours. Normal business hours are Monday thru Friday 8AM to 5PM, not including holidays.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
4	Emergency Hourly Rate	50	\$ 120.00	\$ 6,000	\$ 30,000
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for emergency hours. Emergency hours are hours outside of normal business hours, weekends and holidays. Emergency hourly rates cannot be higher than 50% more of the hourly rate.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> X Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> X Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.		Mandatory	No	<input checked="" type="checkbox"/> X Yes <input type="checkbox"/> No	

GRAND TOTAL (Add extended price of items 1 thru 4) \$ 100,400.00

IX. ATTACHMENTS TO SOLICITATION

None



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com 751064-DAA-GAWU-17-18	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
INSURED Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	INSURER A: Mitsui Sumitomo Insurance USA Inc		NAIC # 22551
	INSURER B: Sentry Insurance A Mutual Co		24988
	INSURER C: Sentry Casualty Company		28460
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES
CERTIFICATE NUMBER:

CLE-005078526-04

REVISION NUMBER:5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL 2122557	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BVR8406442 (AOS)	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BVM8803074 (MA)	04/01/2017	04/01/2018	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 350,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UMB 5700287	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-20216-02 (Daikin Ded.)	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-20216-03 - (Daikin Retro)	04/01/2017	04/01/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence Only.

CERTIFICATE HOLDER
CANCELLATION

 Daikin Applied Americas Inc.
 dba Daikin Applied
 13600 Industrial Park Boulevard
 Minneapolis, MN 55441


SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

John C Logan

© 1988-2014 ACORD CORPORATION. All rights reserved.

Important Note: Offers which impose conditions OR that modify material requirements OR that change the specifications or terms and conditions of this Solicitation in any manner may be rejected.

	State of South Carolina Invitation For Bid	Solicitation: 5400012929 Date Issued: 03/29/2017 Procurement Officer: KATHY SANTANDREU Phone: 803-896-5304 E-Mail Address: ksantandreu@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: **DNR Maintenance and Repair HVAC Svcs**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

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

SUBMIT OFFER BY (Opening Date/Time): **05/01/2017 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/05/2017 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **In addition to the online copy, submit one (1) paper copy in a sealed envelope. All copies required must be received no later than the opening date and time and must be labeled with the solicitation number. DO NOT EMAIL OR FAX YOUR RESPONSE.**

CONFERENCE TYPE: Pre-bid and site visit DATE & TIME: 04/07/2017 10:00 AM <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: SCDNR, Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29422 (MRRI Auditorium)
--	--

AWARD & AMENDMENTS	Award will be posted on 05/12/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
-------------------------------	--

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

NAME OF OFFEROR Hoffman Mechanical Solutions, Inc. <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED 4/28/2017
TITLE Operations Service Manager <small>(business title of person signing above)</small>	STATE VENDOR NO. 7000245322 <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME Mark Atwood <small>(printed name of person signing above)</small>	STATE OF INCORPORATION North Carolina <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)	(See "Signing Your Offer" provision.)
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 3816 Patterson St. Greensboro, NC 27407	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) 104 Vantage Point Drive Cayce, SC 29172 803-451-8362 1-855-327-4830 Area Code - Number - Extension Facsimile _____ E-mail Address
--	---

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) P.O. Box 77319 Greensboro, NC 27417-7319 <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) 104 Vantage Point Drive Cayce, SC 29172 <input type="checkbox"/> Order Address same as Home Office Address <input checked="" 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
1	4/7/2017	2	4/13/2017				

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) None	20 Calendar Days (%) None	30 Calendar Days (%) None	_____ Calendar Days (%) None
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). 104 Vantage Point Drive Cayce, SC 29172 1-855-761-4822 <input type="checkbox"/> In-State Office Address same as Home Office Address <input checked="" type="checkbox"/> In-State Office Address same as Notice Address (check only one)

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Note: This sheet must not be altered in any way. Complete pricing schedule must be submitted with your offer. In addition to submitting this completed sheet with your offer, enter the GRAND TOTAL into the online bidding system.

Read each Item Description carefully. The numbers below are for evaluation purposes only. The quantities below are only estimates and may not reflect actual yearly usage.

ITEM	Description	Quantity	Unit of Measure	Price Per Year (for all 3)	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
1	Inspection/ Preventive Maintenance (Labor)	3	Inspections	\$ 5,400	\$ 27,000
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Total Labor Cost for the inspection/preventative maintenance to two (2) York chillers model # 4SCACAS2-CJD and 1 (one) Carrier chiller model # 30XWB3256-65BC three (3) times per year. Labor only.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Bidding schedule continued on next page

ITEM	Estimated cost for parts (last 5 years)	Contractor's Percent mark-up	Extended Price Add estimated cost provided plus % markup (Insert Extended Price in online bidding system)
2			
	50,000	10 %	\$ 55,000
Product Category: 03113 – Chillers, Heat Exchangers and Receivers			
Item Description: Markup for parts and components. Maximum mark-up acceptable for all parts and components is contractor's cost plus contractor's % mark-up. The State reserves the right to require proof of the contractor's cost for any part or component. <u>The percent markup will be firm for the maximum contract period of five (5) years.</u>			
Preferences			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences .	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select . For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
3	Regular Business Hours Hourly Rate	100 hours	98.00	9,800.00	\$49,000
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for normal business hours. Normal business hours are Monday thru Friday 8AM to 5PM, not including holidays.					
Preferences					
Question	Mandatory / Optional	Multiple Responses Accepted?	Response		
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Bidding schedule continued on next page

ITEM	Description	Estimated Yearly Quantity	Price per Hour	Total Yearly Price	Extended Price (total for all 5 years) (Insert Extended Price in online bidding system)
4	Emergency Hourly Rate	50	147.00	7350	36750
Product Category: 03113 – Chillers, Heat Exchangers and Receivers					
Item Description: Hourly rate for emergency hours. Emergency hours are hours outside of normal business hours, weekends and holidays. Emergency hourly rates cannot be higher than 50% more of the hourly rate.					
Preferences					
Question		Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences . Select No, if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

GRAND TOTAL (Add extended price of items 1 thru 4) \$ 167,750

IX. ATTACHMENTS TO SOLICITATION

None

APPENDIX C - Subcontractor Form

Subcontractors/Business Information Record Form

Please list all subcontractors who may be providing subcontracting services, furnishing materials, etc. for this contract. The list shall be submitted in the format provided below. If not applicable please state that subcontractors are not applicable.

Business Name/Address	Contact Name/Telephone	Services/Materials to be Provided	Cost of Services/Materials (If applicable)
Not applicable	Not applicable	Not applicable	Not applicable

Totals for 5 years

JOHNSON CONTROLS		
	Their Total	Correct Total
	174,845.00	168,000.00
	Their Math	Correct Math
1	29,995.00	28,250.00
2	55,000.00	55,000.00
3	51,400.00	48,500.00
4	38,450.00	36,250.00
	174,845.00	168,000.00

HOFFMAN MECHANICAL SOLUTIONS, INC	
	Total
	167,750.00
	Their Math
1	27,000.00
2	55,000.00
3	49,000.00
4	36,750.00
	167,750.00

DAIKIN APPLIED		
	Their Total	Correct Total
	100,400	149,900
	Their Math	Correct Math
1	24,900.00	24900
2	5,500.00	55000
3	40,000.00	40000
4	30,000.00	30000
	100,400.00	149,900.00

Carolina Chillers		
	Total	
	Unknown	
	Their Math	Correct Math
1	Unsure	Unsure
2		1370 55000
3		62500 62500
4		37500 37500
		155000

Low bidder. Also asked for preferences

Just adding items 2,3 and 4 make them higher than th low bidder.

e

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, MMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: May 17, 2017

Solicitation: 5400012929

Description: DNR MAINTENACE AND REPAIR HVAC SVCS

Agency: SC Department of Natural Resources Admin

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective May 30, 2017, 5:00 PM. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

**CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO
COMMENCEMENT OF SERVICES UNDER CONTRACT.**

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

Contract Number: 4400016150

Awarded To: DAIKIN APPLIED (7000037999)
1212 BROUGHTON BLVD
FLORENCE SC 29501

Total Potential Value: \$ 149,900.00

Maximum Contract Period: July 1, 2017 through June 30, 2022

Item	Description	Total Price
00001	Inspection/Preventive Maintenance - Labor	\$ 24,900.00
00002	Parts	\$ 55,000.00
00003	Hourly Rate (Regular Business Hours)	\$ 40,000.00
00004	Hourly Rate (Emergency Hours)	\$ 30,000.00

Procurement Officer
KATHY SANTANDREU

Contract #4400017173

Maintenance on Histology Equipment

Vendor: Southeast Pathology Instrument
Contract Term: September 28, 2017 - September 27, 2022
Contract Amount: \$73,750

From: [Willis, Sheila](#)
To: [Valerie Duncan](#)
Cc: [Andrea E. Bowman](#); [Sullivan, Johanne](#); [Craig, Kimber](#)
Subject: FW: SCDNR Request for Delegation - Maintenance on Histology Equipment
Date: Thursday, August 17, 2017 2:45:34 PM
Attachments: [image001.jpg](#)
[Maintenance on Histology Equipment - MMO.doc](#)

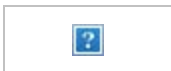
Valerie,

This delegation review has been assigned to Jo Sullivan. Please be sure to keep Jo informed of all procurement activity pertaining to this procurement. Please provide her with the following information:

- Submit the draft solicitation & any attachments for review prior to posting.
- Submit any amendments for review and approval prior to posting.
- Submit the bid tab and lowest responsive and responsible offer for approval.
- Submit the Notice of Award and supporting documentation for Jo's concurrence before posting the Award Statement.
- Any other documentation Jo may request.

Please let me know if you have any questions concerning these conditions and if we can be of any other assistance.

Thanks,



Sheila O. Willis, CPPB | Procurement Manager | Team Lead
Division of Procurement Services | State Procurement Office
SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-4417
swillis@mmo.sc.gov

From: Valerie Duncan [mailto:DuncanV@dnr.sc.gov]
Sent: Thursday, August 17, 2017 1:07 PM
To: Craig, Kimber
Cc: Willis, Sheila; Andrea E. Bowman
Subject: SCDNR Request for Delegation - Maintenance on Histology Equipment

Good Afternoon,


SCDNR is submitting a formal request for Delegation of Maintenance on Histology Equipment - S/C# 2001466578.

The projected value of this award is \$15,000.00 per year/total potential value is \$75,000.00 for 5 years.

Please advise of your disposition in this matter.

Regards,

Valerie G Duncan, CPPB, CPM
Procurement Director
S.C. Department of Natural Resources
Outreach & Support Services
803-734-3984
[*duncanv@dnr.sc.gov*](mailto:duncanv@dnr.sc.gov)

	State of South Carolina Invitation For Bid	Solicitation: 5400014008 Date Issued: 8/22/2017 Procurement Officer: Andy Bowman, CPPB Phone: 803-734-3933 E-Mail Address: bowlmana@dnr.sc.gov Mailing Address: SC Department of Natural Resources Attn: Procurement Services Room 142 1000 Assembly St Columbia SC 29201
---	---	--

DESCRIPTION: **Maintenance on Histology Equipment**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: SC Department of Natural Resources Attn: Procurement Services 1000 Assembly Street, Room 142 Columbia SC 29201	PHYSICAL ADDRESS: SC Department of Natural Resources Attn: Procurement Services 1000 Assembly Street, Room 142 Columbia SC 29201
---	--

SUBMIT OFFER BY (Opening Date/Time): **9/26/2017 10 am** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **8/29/2017 12 NOON** email to BowmanA@dnr.sc.gov (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: 1

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 9/27/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

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

☐ Sole Proprietorship
☐ Partnership
☐ Other _____
☐ Corporate entity (not tax-exempt)
☐ Corporation (tax-exempt)
☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

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

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

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 (%)
--	----------------------	----------------------	----------------------	------------------------

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

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

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

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I. SCOPE OF SOLICITATION

The South Carolina Department of Natural Resources (SCDNR) is soliciting bids to provide maintenance on DNR Histology equipment in accordance with all requirements and specifications stated herein.

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Modified)

Start date: **09/28/2017** End date: **09/27/2022**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

"The initial term of the contract will be one (1) year, and there will be four (1) one-year options to renew for a maximum contract life of five (5) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any

contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://www.scmd.org/planandprepare/disasters/severe-winter-weather>
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

PROTEST - CPO - MMO ADDRESS (Modified)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us ,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Department of Natural Resources (SCDNR) is soliciting bids to provide maintenance on DNR Histology equipment in accordance with all requirements and specifications stated herein.

Coastal Finfish Section (incl. MARMAP and SEAMAP), Inshore Finfish Research Section, and Mariculture are requesting a contract for (1) year with (4) optional annual renewals for specific histology equipment located at the Marine Resources Research Institute.

Full Service Maintenance:

- Includes one preventative maintenance service per year to bring the equipment to factory standards.
- All labor, travel, and part costs for all repairs due to equipment failure **Must be** included.
- Loaner equipment must be made available if the equipment under contract will require more than 3 business days to repair.

Equipment to be under a Full Service Contract:

Leica ASP 300 Tissue Processor -	Serial # 1267/08.2005
Leica AutoStainer XL Model ST5010 –	Serial # 3001/11.2011
Leica Robotic Glass Coverslipper Model CV5030 -	Serial # 3332/11.2011

Preventative Maintenance (PM):

- Includes one preventative maintenance service charge per year to bring the equipment to factory standards.
- Travel and labor for repairs **are** covered under this plan
- Hourly rate shall apply for PM service calls
- parts are not included in the PM.

Equipment under Preventative Maintenance contract:

General Data Histology Tissue Embedder	1409TEC2DC02502
General Data Cold Plate	1604TEC2CP03401

The General Data Embedder and the General Data Cold Plate are integrated. One price shall be submitted for the PM of both the General Data Embedder and the General Data Cold Plate.

Leica Embedding Center Hot plate	5741/09.2005
Leica Embedding Center Cold Plate	3923/08.2005

The Leica Hot and Cold Plate are integrated. One price shall be submitted for the PM of both the Leica Hot and Cold Plate.

Service Requests:

Contractor will be required to provide services when notified by the SCDNR on an as needed basis.

Working Hours:

Normal working hours shall be 8:00AM to 5:00PM, Monday through Friday. If any overtime is required, it will be the burden of the contractor.

Response Time:

The contractor must reply by telephone one (1) hour upon receipt of request for repair services and have a technician on site if requested within two (2) hours.

Parts and Materials:

All parts and equipment shall be new and shall comply with the applicable industry standards in every case where such a standard has been established for the particular part, piece of equipment or procedure in question. These requirements supplement these specifications and shall take precedence in case of conflict.

Warranty:

Warranty on workmanship, labor and materials shall be for a period of one (1) year. All materials shall conform to the industries applicable industry standards.

Contractor's Care:

Contractor shall exercise due care in protecting all property and surrounding property. Vendor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the SCDNR may have the necessary work performed and charge the cost thereof to the contractor.

Final Inspection:

At the completion of the contract work, a representative of the SCDNR shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected before final payment will be authorized.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

SCDNR MRD

Attn: Kevin Kolmos MRRI

217 Ft Johnson Road

Charleston, SC 29412

[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on www.procurement.sc.gov , link to "Standard Clauses & Provisions." [05-5005-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact** . In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder. [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

CALCULATING THE LOW BID (Modified)

The extended price amount is the sum total of the "Quantity" times the "Unit Price" for each line item.
For example, Hydraulic Excator with mounted mulching cutter head 100,000 X quantity 1 = 100,000
The "Evaluated Award Amount" will be the sum total of all of the extended price amounts for each item.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011):

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

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. [07-

7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

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 1 years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying

the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

WARRANTY – ONE YEAR (Modified)

Warranty on workmanship, labor and materials shall be for a period of one (1) year. All materials shall conform to the industries applicable industry standards.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	5	each		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Full Service Contract annual cost (per specifications) on Leica ASP 300				
Tendering Text: Tissue Processor 1267/08.2005				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	5	each		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Full Service Contract annual cost (per specifications) on Leica AutoStainer				
Tendering Text: XL 3001/11.2011				
Internal Item Number: 2				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	5	each		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Full Service Contract annual cost (per specifications) on Leica Robotic				
Tendering Text: Cover slipper 3332/11.2011				
Internal Item Number: 3				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	5	each		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Preventative Maintenance annual cost (per specifications)				
Tendering Text: on the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005				
Internal Item Number: 4				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	5	each		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Preventative Maintenance annual cost (per specifications)				
Tendering Text: on the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401)				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	50	Hour		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Hourly Rate for Service Calls on Preventative Maintenance Contract (per specifications)				
Tendering Text: on the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401) The quantity is the estimated amount for the maximum contract period.				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	50	Hour		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Hourly Rate for Service Calls on Preventative Maintenance Contract (per specifications)				
Tendering Text: on the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005 The quantity is the estimated amount for the maximum contract period.				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	\$5,000	% off list		
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: % off list for parts on Preventative Maintenance Contract (per specifications)				
Tendering Text: for the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005 and the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401) The quantity is the estimated amount for the maximum contract period.				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation: N/A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.


Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

[09-9005-3]

	State of South Carolina Invitation For Bid	Solicitation: 5400014008 Date Issued: 8/22/2017 Procurement Officer: Andy Bowman, CPPB Phone: 803-734-3933 E-Mail Address: bowman.a@dnr.sc.gov Mailing Address: SC Department of Natural Resources Attn: Procurement Services Room 142 1000 Assembly St Columbia SC 29201	SCDNR Procurement

DESCRIPTION: Maintenance on Histology Equipment

SEP 26 2017

USING GOVERNMENTAL UNIT: SC Department of Natural Resources Admin

Received By: *Andy*

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: SC Department of Natural Resources Attn: Procurement Services 1000 Assembly Street, Room 142 Columbia SC 29201	PHYSICAL ADDRESS: SC Department of Natural Resources Attn: Procurement Services 1000 Assembly Street, Room 142 Columbia SC 29201
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SUBMIT OFFER BY (Opening Date/Time): 9/26/2017 10 am (See "Deadline For Submission Of Offer" provision)


QUESTIONS MUST BE RECEIVED BY: 8/29/2017 12 NOON email to [Bowman.A@dnr.sc.gov](mailto:bowman.a@dnr.sc.gov) (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: 1

CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 9/27/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR Southeast Pathology Instrument Service, Inc (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED 9-5-17
TITLE CFO (business title of person signing above)	STATE VENDOR NO. 7000072085 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME Jenny Millstein (printed name of person signing above)	STATE OF INCORPORATION SC (If you are a corporation, identify the state of incorporation.)
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

COVER PAGE - PAPER ONLY (MAR. 2015)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 1271 Red Gate Road Charleston, SC 29412	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) 1271 Red Gate Road Charleston, SC 29412 855-731-7999 ext 103 <div style="text-align: right;">Area Code -</div> Number - Extension Facsimile jenny@southeastpathology.com <div style="text-align: right;">E-mail</div> Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) 1271 Red Gate Road Charleston, SC 29412 <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <input checked="" type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]***

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☒ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☒ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☒ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☒ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>
[04-4015-3]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	5	each	\$4,000	\$20,000
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Full Service Contract annual cost (per specifications) on Leica ASP 300				
Tendering Text: Tissue Processor 1267/08.2005				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	5	each	\$2,800	\$14,000
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Full Service Contract annual cost (per specifications) on Leica AutoStainer				
Tendering Text: XL 3001/11.2011				
Internal Item Number: 2				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	5	each	\$3,200	\$16,000
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Full Service Contract annual cost (per specifications) on Leica Robotic				
Tendering Text: Cover slipper 3332/11.2011				
Internal Item Number: 3				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	5	each	\$300	\$1,500
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Preventative Maintenance annual cost (per specifications)				
Tendering Text: on the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005				
Internal Item Number: 4				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	5	each	\$300	\$1,500
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Preventative Maintenance annual cost (per specifications)				
Tendering Text: on the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401)				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	50	Hour	\$160	\$8,000
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Hourly Rate for Service Calls on Preventative Maintenance Contract (per specifications)				
Tendering Text: on the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401) The quantity is the estimated amount for the maximum contract period.				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	50	Hour	\$160	\$8,000
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: Hourly Rate for Service Calls on Preventative Maintenance Contract (per specifications)				
Tendering Text: on the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005 The quantity is the estimated amount for the maximum contract period.				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	\$5,000	5% off list	\$4,750	\$38,000
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: % off list for parts on Preventative Maintenance Contract (per specifications)				
Tendering Text: for the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005 and the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401) The quantity is the estimated amount for the maximum contract period.				
Internal Item Number: 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

From: [Sullivan, Johanne](#)
To: [Andrea E. Bowman](#)
Subject: RE: clarification on bid response for 5400014008
Date: Wednesday, September 27, 2017 9:42:46 AM
Attachments: [image001.jpg](#)

Looks good. DNR can proceed with posting award.

Thanks,
Jo



Johanne “Jo” Sullivan, CPPB | Procurement Manager
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-3416 | jmsullivan@mmo.sc.gov

From: Andrea E. Bowman [<mailto:BowmanA@dnr.sc.gov>]
Sent: Wednesday, September 27, 2017 8:49 AM
To: Sullivan, Johanne
Subject: FW: clarification on bid response for 5400014008

Here is the SOA and the email from the one vendor that responded.
Andy

From: Jenny Millstein [<mailto:jenny@southeastpathology.com>]
Sent: Tuesday, September 26, 2017 4:18 PM
To: Andrea E. Bowman <BowmanA@dnr.sc.gov>
Subject: Re: clarification on bid response for 5400014008

Hi Andy,

Yes, that is correct, the extended price should read \$4,750. I was unclear about the math on that one.

Thank you,

Jenny Millstein
CFO

"Let no man pull you so low as to hate him." Martin Luther King, Jr.

office: 843-588-2559 ext 103
cell: 843-670-5764
fax: 843-588-9456

Southeast Pathology Instrument Service, Inc.
1271 Red Gate Road

Charleston, SC 29412

On Tue, Sep 26, 2017 at 3:58 PM, Andrea E. Bowman <BowmanA@dnr.sc.gov> wrote:

Good afternoon,

Per our phone conversation and per the following clause in the South Carolina Procurement Code:

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

Please confirm that what was submitted on line 8 of the bid schedule for the extended price was a mathematical error. Please confirm the extended price should be \$4,750.00 (We may spend \$5,000 on parts during the maximum contract period ---you will give us a 5% discount off list ---therefore the maximum we will spend on parts will be \$4,750 during the maximum contract period.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	\$5,000	% off list	4,750.00	38,000.00
Product Catg.: 96148 - Laboratory and Field Testing (Not Otherwise Class)				
Item Description: % off list for parts on Preventative Maintenance Contract (per specifications)				
Tendering Text: for the Leica Embedding Center, Hot plate 5741/09.2005; Cold Plate 3923/08.2005 and the General Data Tissue Embedder (1409TEC2DC02502) and cold plate (1604TEC2CP03401) The quantity is the estimated amount for the maximum contract period.				

Thank you!

Andy

Andy Bowman, CPPB

SC Department of Natural Resources

Procurement Manager

[803-734-3933](tel:803-734-3933)

Bowmana@dnr.sc.gov

STATE OF SOUTH CAROLINA
SC DEPARTMENT OF NATURAL RESOURCES
ATTN: PROCUREMENT SERVICES
1000 ASSEMBLY STREET, ROOM 142
COLUMBIA SC 29201

Statement of Award

Posting Date: September 27, 2017

Solicitation: 5400014008

Description: MAINTENANCE ON HISTOLOGY EQUIPMENT

Agency: SC Department of Natural Resources Admin

The State awards the contract(s) noted below. This document is the final Statement of Award, effective **08:00:00, September 28, 2017**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov , or

(b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

Contract Number: 4400017173

Awarded To: SOUTHEAST PATHOLOGY INSTRUMENT (7000072085)
SERVICE INC
1271 RED GATE ROAD
CHARLESTON SC 29412

Total Potential Value: \$ 73,750.00

Maximum Contract Period: September 28, 2017 through September 27, 2022

Item	Description	Unit Price	Total
00001	Full Service Annual Contract Leica ASP 300	\$ 4,000.00	\$ 20,000.00
00002	Full Service Annual Contract Leica AutoStainer	\$ 2,800.00	\$ 14,000.00
00003	Full Service Annual Contract Leica Robotic	\$ 3,200.00	\$ 16,000.00
00004	Preventative Maintenance Contract on Leica Embedding Ctr	\$ 300.00	\$ 1,500.00
00005	Preventative Maintenance Contract on General Tissue Emb.	\$ 300.00	\$ 1,500.00
00006	Hourly Rate for Service Calls on General Tissue Emb	\$ 160.00	\$ 8,000.00
00007	Hourly Rate for Service Calls on Leica Embedding Ctr	\$ 160.00	\$ 8,000.00
00008	5 % off list for parts on preventative maintenance		\$ 4,750.00

Procurement Officer
Andy Bowman, CPPB

Contract #4400016271

Artificial Reef Construction

Vendor: Stevens Towing Company
Contract Term: June 2, 2017 - July 31, 2017
Contract Amount: \$78,000

From: [Willis, Sheila](#)
To: [Valerie Duncan](#)
Cc: [Andrea E. Bowman](#); [Craig, Kimber](#); [Brown, Jo Marie](#); [Butler, William](#); [Register, David](#)
Subject: RE: SC DNR Request for Delegation - Mobile Home & Artificial Reef
Date: Thursday, April 20, 2017 11:55:52 AM

Valerie,

The following procurement managers have been assigned your delegation reviews:

New Mobile Home – Jo Marie Brown
Artificial Reed Construction – Will Butler

Please provide them copies of the solicitation, attachments, amendments, SCBO ad, bid tab, potential awardee offer, award statement and any other documentation that they may need.

Please let us know if we can provide any additional help.

Thanks,
Sheila

From: Craig, Kimber
Sent: Thursday, April 20, 2017 10:42 AM
To: Valerie Duncan
Cc: Willis, Sheila; Andrea E. Bowman
Subject: RE: SC DNR Request for Delegation - Mobile Home & Artificial Reef

Sheila, Can you assign these delegations? Thanks.
Kimber

From: Valerie Duncan [<mailto:DuncanV@dnr.sc.gov>]
Sent: Thursday, April 20, 2017 7:45 AM
To: Craig, Kimber
Cc: Willis, Sheila; Andrea E. Bowman
Subject: SC DNR Request for Delegation - Mobile Home & Artificial Reef

Good Morning Kimber,

SCDNR would like to request delegation of the following S/C:


S/C# 2001371330 – New Mobile Home estimated total potential value of \$78,000.00
S/C# 2001388523 – Artificial Reed Construction estimated total potential value of \$70,000.00

Please advise of your disposition in this matter.

Thanks

Valerie

Valerie G Duncan, CPPB
Procurement Manager
S.C. Department of Natural Resources
Outreach & Support Services
803-734-3984
[*duncanv@dnr.sc.gov*](mailto:duncanv@dnr.sc.gov)

	<p align="center">State of South Carolina</p> <p align="center">Invitation For Bid</p>	<p>Solicitation: 5400013334 Date Issued: 5/9/2017 Procurement Officer: Andy Bowman, CPPB Phone: 803-734-3933 E-Mail Address: bowmana@dnr.sc.gov Mailing Address: SC Department of Natural Resources Attn: Procurement Services 1000 Assembly St Columbia SC 29201</p>
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DESCRIPTION: **Artificial Reef Construction**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Admin**

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

SC Department of Natural Resources
Attn: Procurement Services
1000 Assembly Street, Room 142
Columbia SC 29201

PHYSICAL ADDRESS:

SC Department of Natural Resources
Attn: Procurement Services
1000 Assembly Street, Room 142
Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): 5/30/2017 10AM

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 5/18/2017 12 NOON

(From Offerors" provision)

(send questions to bowmana@dnr.sc.gov) (See "Questions

NUMBER OF COPIES TO BE SUBMITTED: (1)

<p>CONFERENCE TYPE: Not Applicable DATE & TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on . 6/1/2017 The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>
<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ </p> <p> <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) </p>	

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)
	<div style="text-align: right;">Area Code -</div> <div>Number - Extension Facsimile</div> <div style="text-align: right;">E-</div> <div>mail Address</div>

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)
<div>____ Payment Address same as Home Office Address</div> <div>____ Payment Address same as Notice Address (check only one)</div>	<div>____ Order Address same as Home Office Address</div> <div>____ Order Address same as Notice Address (check only one)</div>

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

Preferences Do Not Apply per SC Procurement Code 11-35-1524 E (2)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

Preferences Do Not Apply per SC Procurement Code 11-35-1524 E (2)

____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

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I. SCOPE OF SOLICITATION

The South Carolina Department of Natural Resources (SCDNR) is soliciting bids from qualified vendors to provide Artificial Reef construction in accordance with all requirements and specifications stated herein.

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 6/2/2017 date: 06/30/2017. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not

participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the

Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

Email all questions to: BowmanA@dnr.sc.gov

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid

opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
<http://www.scemd.org/planandprepare/disasters/severe-winter-weather>
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)
[02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2,

"Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

PROTEST - CPO - MMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us ,
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Department of Natural Resources (SCDNR) is soliciting bids from qualified vendors to provide Artificial Reef construction in accordance with all requirements and specifications stated herein.

SCOPE OF WORK

The contractor must be able to provide one steel-hulled tugboat at least 110 feet in length, 28 feet in width, and with a vertical height of at least 35 feet from the bottom of the keel to the top of the pilot house. The vessel will be inspected by MRD personnel prior to acceptance of any bid and again prior to sinking.

The contractor will be responsible for all cleaning and preparation of the vessel prior to sinking including, but not limited, to the following:

- All loose or buoyant debris removed.
- Watertight doors, hatches, deck plates removed or welded open.
- All hazardous materials removed, including petroleum products, batteries, mercury gauges, thermometers, etc.
- Oil and fuel drained and flushed from engines, bilges, steering and other hydraulic oil reservoirs and lines.
 - Fuel tanks, ballast tanks and fuel lines drained, cleaned and flushed.
 - All internal voids permanently opened.

Upon inspection of the cleaned vessel, the contractor must tow the tugboat to PA-27, Comanche Reef, located approximately 22.5 nm from Charleston Harbor channel buoy "C", with a water depth of 105 feet. Exact coordinates will be provided at the time of inspection.

The contractor must provide the necessary tug and support crew for transporting the vessel offshore and anchoring on the exact location indicated by Marine Resources Division personnel. Upon confirmation of the anchoring site, the contractor is responsible for the sinking of the vessel. Sinking must take place in such a way as to insure complete and even flooding of the entire vessel and level sinking of the vessel.

LIABILITY, RESPONSIBILITY FOR MATERIALS AND INSURANCE

All liability, risk of loss and responsibility for the safe handling, physical security, and delivery of the vessel shall be borne by the contractor. This liability, assumption of risk and responsibility shall remain with the contractor until the vessel is at rest on the ocean bottom at the permitted reef site in accordance with the above Artificial Reef Program specifications.

It is imperative that the vessel deployed by the contractor be sunk as close as possible to the position indicated by Artificial Reef Program personnel. In the event that materials are deployed in such a manner that they are outside the permitted reef boundaries, or deployed in such a manner that the vertical profile of the material exceeds the permitted limits, liability and responsibility for the vessel will remain with the contractor until the deployed vessel has been brought into compliance with the terms of the construction permit for the reef site.

Prior to initiating any work, the contractor must ensure that sufficient liability insurance is in place to cover all aspects of the job. The contractor must provide proof of this insurance ---per the amounts listed in the clause: CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015) on page 22 of this solicitation.

SCHEDULE

The vessel must be deployed on the specified permitted reef site no later than 30 days after awarding of the bid unless otherwise approved by SCDNR. The Contractor must provide Artificial Reef Program personnel with a minimum of 48 hours notice prior to the intended deployment of the vessel. SCDNR personnel will coordinate with the Contractor regarding schedules, planned operations and specific locations for the vessel. It is anticipated that an SCDNR vessel will be available for on-site monitoring of the deployment operations. In the event that such a vessel is unavailable, Artificial Reef Program personnel may be required to accompany the Contractor aboard the tug to carry out these monitoring activities.

Weather, especially sea conditions, is a critical factor in assuring safe and effective deployment of reef materials. For this reason, deployment operations will only be initiated when sea height in the operations area is no greater than 2 to 4 feet as forecasted by the NOAA weather office in Charleston, SC, unless agreed upon by the MARP and the Contractor. The final decision to proceed offshore will be with the Contractor, however, the SCDNR reserves the right to suspend deployment operations if positioning or other deployment objectives are not being met.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

PA 27 Comanche Reef

[03-3030-1]

COMPLETION DATE – 30 DAYS ARO

Unless otherwise specified herein, all work shall be completed no later than thirty days after contractor's receipt of the purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder. [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the

terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1.000	Activity unit		
Product Catg.: 95964 - Reef Services Artificial				
Item Description: Artificial reef construction				
Tendering Text: Furnish and deploy a steel hulled tugboat for artificial reef construction per attached specifications.				
Internal Item Number: 1				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]: N/A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

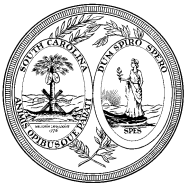
Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

[09-9005-3]



State of South Carolina

Bid

Status: 5500051818 Bid Submitted

Created: 05/30/2017 08:45:25 EST
BENJAMIN SMITH

Last upd: 05/30/2017 10:11:00 EST
ANDREA BOWMAN

Bidder

STEVENS TOWING CO INC
4170 HWY 165
HOLLYWOOD SC 29449

Invitation For Bid

Version: 1

Bid invitation number: 5400013334

Description: Artificial Reef Construction

Buyer name:

Buyer email:

Buyer phone:

Follow-on document: Contract

Valid From: 06/02/2017

Valid To: 06/30/2207

Estimated award date: 06/01/2017

SCBO catg: Services

Bid invitation rules

Bidding procedure: Public bid invitation

Requested price information: Normal price

Timezone: EST

End date/time: 05/30/2017 10:00:00 EST

Opening date/time: 05/30/2017 10:00:00 EST

Bids required for all items? Yes

Bid may be changed? Yes

Bidder can add items? No

Bid Basic Data

Target Value Bid: 78,000.00 (United States Dollar)

Terms of Payment: net 30 days

Currency: USD United States Dollar

Information from purchaser - header attachment(s)

Description

Solicitation

Header attributes

The bidder has read and understands all Amendments.

Bidder Response: Y

1. The Submitter has read and understands the terms and conditions of this solicitation.

Bidder Response: Yes. I have read and understand the terms and conditions.

Permitted Values - Yes. I have read and understand the terms and conditions.

2. The offer is in accordance with the terms and conditions of this solicitation.

Bidder Response: Yes, I am in accordance with the terms and conditions.

Permitted Values - Yes, I am in accordance with the terms and conditions.

Bid details

Version: 1

Bid invitation number: 5400013334
Description: Artificial Reef Construction

Line Number: 0001
Artificial reef construction per

Item Category: Material
Product Category: 95964 - Reef Services Artificial
Internal Item Number: 1
Target Quantity of Bid Invitation: 1 Activity unit
Price: 78,000.00 (United States Dollar) Per 1 Activity unit
Target Value of Bid Invitation:..... 1.00 (United States Dollar)
Target Value Bid: 78,000.00 (United States Dollar)
Delivery Time (Duration): 60 days

Information from purchaser - item tendering text
attached specifications.

From: [Butler, William](#)
To: [Andrea E. Bowman](#)
Subject: RE: award ok for Tugboat 54-13334??
Date: Thursday, June 01, 2017 10:03:36 AM
Attachments: [image001.jpg](#)

Thanks, OK to award



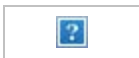
Will Butler | Procurement Manager
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-9854 | wbutler@mmo.sc.gov

From: Andrea E. Bowman [<mailto:BowmanA@dnr.sc.gov>]
Sent: Thursday, June 01, 2017 9:08 AM
To: Butler, William
Subject: RE: award ok for Tugboat 54-13334??

There was only 1 vendor responding, I can do one if you like

From: Butler, William [<mailto:wbutler@mmo.sc.gov>]
Sent: Thursday, June 01, 2017 9:08 AM
To: Andrea E. Bowman <BowmanA@dnr.sc.gov>
Subject: RE: award ok for Tugboat 54-13334??

Sorry Andy—I was out unexpectedly yesterday. Everything looks good, do you have the actual bid tab though?



Will Butler | Procurement Manager
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-9854 | wbutler@mmo.sc.gov

From: Andrea E. Bowman [<mailto:BowmanA@dnr.sc.gov>]
Sent: Thursday, June 01, 2017 9:01 AM
To: Butler, William
Subject: award ok for Tugboat 54-13334??

Andy

Andy Bowman, CPPB
SC Department of Natural Resources
Procurement Manager
803-734-3933
Bowmana@dnr.sc.gov

STATE OF SOUTH CAROLINA
SC DEPARTMENT OF NATURAL RESOURCES
ATTN: PROCUREMENT SERVICES
1000 ASSEMBLY STREET, ROOM 142
COLUMBIA SC 29201
Statement of Award
Posting Date: June 01, 2017

Solicitation: 5400013334
Description: Artificial Reef Construction
Agency: SC Department of Natural Resources Admin

The State awards the contract(s) noted below. This document is the final Statement of Award, effective **08:00:00, June 02, 2017**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.sc.gov ,
- (b) by facsimile at 803-737-0639 , or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400016271
Awarded To: STEVENS TOWING CO INC (7000026873)
4170 HWY 165
HOLLYWOOD SC 29449

Total Potential Value: \$ 78,000.00
Maximum Contract Period: June 02, 2017 through July 31, 2017


Item	Description	Unit Price	Total
00001	Artificial reef construction per specifications	\$ 78,000.00	\$ 78,000.00

Procurement Officer
Andy Bowman, CPPB

Contract #4400016120

Purchase and Delivery of Oyster Shells

Vendor: Lloyds Oyster House
Contract Term: May 16, 2017 - July 31, 2017
Contract Amount: \$44,500

	<p align="center">State of South Carolina</p> <p align="center">Request for Quotes</p>	<p>Solicitation: Date Issued: Procurement Officer: E-Mail Address: Mailing Address:</p>	<p>5400013420 5/2/17 Andy Bowman, CPPB BowmanA@dnr.sc.gov SC Department of Natural Resources Attn: Procurement Services 1000 Assembly St Columbia SC 29201</p>
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DESCRIPTION: **Shucked Oyster Shells for Beaufort, SC**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Administration**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **5/15/2017 10:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **5/8/2017 12:00 PM** (send questions to BowmanA@dnr.sc.gov)
(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **(1) See Page 3 for additional information**

<p>CONFERENCE TYPE: Not Applicable DATE & TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 5/15/2017. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>

<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ </p> <p> <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) </p>		
--	--	--

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E- mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Date	Issue	Amendment No.	Amendment Date	Issue	Amendment No.	Amendment Date	Issue	Amendment No.	Amendment Date	Issue

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE

All Offerors desiring to respond to this solicitation can register and submit their response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov> . If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user id and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids online.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “My Notes” tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001, Select Option 1, then Option 2

Monday – Friday {8:00 A.M. – 4:30 P.M. (EST)}

Offeror instructions can be found at:

<http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtml>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SCDNR Procurement Office
1000 Assembly Street
Columbia, S.C. 29201

Physical Address:

SCDNR Procurement Office
1000 Assembly Street
Columbia, S.C. 29201

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy.

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I. SCOPE OF SOLICITATION

The South Carolina Department of Natural Resources (SCDNR) is soliciting quotes for qualified vendors to provide and deliver shucked oyster shells to Beaufort County SC, in accordance with all requirements and specifications stated herein.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: **5/16/2017** End date: **07/31/2017**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity*, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).
[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
<http://www.scemd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
[02-2B105-2]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -
- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Department of Natural Resources (SCDNR) is soliciting quotes for qualified vendors to provide and deliver shucked oyster shells to Beaufort County SC, in accordance with all requirements and specifications stated herein.

Job Description:

Shell must be loaded by the vendor at the contractor's facility and delivered to Russ Point Boat Landing on Hunting Island Beaufort, SC 29920.

An amount of 20 truckloads (**no less than 700 U.S. bushels per load**) of shucked oyster shell for planting shellfish beds is required to complete planting in Beaufort County. At the unloading site (Russ Point landing) SCDNR will measure shell as they load it on the barge for planting to confirm the size of the truckload (700 bushels per load) and payment will be based upon truckloads of shell delivered.

General Specifications:

The contractor will provide all necessary labor, materials, and equipment to provide the oyster shells, load and deliver the shell to Russ Point Boat Landing on Hunting Island Beaufort, SC 29920. **Work must be completed by July 11th, 2017.**

Vendor must possess a tractor trailer with a dump body large enough to haul a minimum of 700 bushels per load and the necessary equipment to efficiently load said tractor trailer.

Conversion factors for shell amounts per load: 22 bushels per one cubic yard.

Delivery location: Russ Point Boat Landing on Hunting Island Beaufort, SC 29920

Locations possible to change based upon agreement between SCDNR and contractor.

DELIVERY DATE

Unless otherwise specified herein, delivery may begin the next business day after award.

Locations possible to change based upon agreement between SCDNR and contractor.

After award you may contact SCDNR to coordinate the exact time and locations for the delivery of the oyster shells.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

Insurance: The successful contractor must furnish a copy of his liability insurance certificate.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact** . In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder. [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor’s cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor’s claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the

amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	20	Each		
Product Catg.: 94514 Aquaculture: Cultivation of Fish and Shellfish				
Item Description: Purchase and deliver (20) truckloads loads (no less than 700 U.S. bushels per load) of shucked oyster shell for purposes of planting the oyster shell in Beaufort SC (per specifications)				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation: N/A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.


Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the 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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

	State of South Carolina Request for Quotes	Solicitation:	5400013420
		Date Issued:	5/2/17
		Procurement Officer:	Andy Bowman, CPPB
		E-Mail Address:	BowmanA@dnr.sc.gov
		Mailing Address:	SC Department of Natural Resources Attn: Procurement Services 1000 Assembly St Columbia SC 29201

DESCRIPTION: **Shucked Oyster Shells for Beaufort, SC**

USING GOVERNMENTAL UNIT: **SC Department of Natural Resources Administration**

SCDNR Procurement

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

MAY 15 2017

SUBMIT OFFER BY (Opening Date/Time): **5/15/2017 10:00 AM** (See "Deadline For Submission Of Offers" provision)

Received By: *[Signature]*

QUESTIONS MUST BE RECEIVED BY: **5/8/2017 12:00 PM** (send questions to BowmanA@dnr.sc.gov)
(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **(1) See Page 3 for additional information**

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 5/15/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR <i>Flagler Oyster House</i> <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <i>Lloyd B. Minnen</i> <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED 5-15-17
TITLE Owner <small>(business title of person signing above)</small>	STATE VENDOR NO. 7600039994 <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME Lloyd B. Minnen <small>(printed name of person signing above)</small>	STATE OF INCORPORATION N.C. <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)	
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)
<input type="checkbox"/> Government entity (federal, state, or local)	

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) <div style="font-size: 1.2em; font-family: cursive;">1642 Village Point Rd Shallotte NC 28470</div>	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <div style="font-size: 1.2em; font-family: cursive;">1642 Village Point Rd Shallotte NC 28470</div> <div style="margin-top: 10px;"> Number - Extension Facsimile Area Code - _____ E-mail Address </div>
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <div style="font-size: 1.2em; font-family: cursive;">Same</div> <div style="margin-top: 10px;"> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) </div>	ORDER ADDRESS (Address to which purchase orders will be sent.) (See "Purchase Orders and "Contract Documents" clauses) <div style="font-size: 1.2em; font-family: cursive;">Same</div> <div style="margin-top: 10px;"> <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) </div>
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ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address
 ☐ In-State Office Address same as Notice Address
 (check only one)

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE

All Offerors desiring to respond to this solicitation can register and submit their response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user id and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids online.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the "My Notes" tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001, Select Option 1, then Option 2

Monday – Friday {8:00 A.M. – 4:30 P.M. (EST)}

Offeror instructions can be found at:

<http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.php>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SCDNR Procurement Office
1000 Assembly Street
Columbia, S.C. 29201

Physical Address:

SCDNR Procurement Office
1000 Assembly Street
Columbia, S.C. 29201

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy.

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I. SCOPE OF SOLICITATION

The South Carolina Department of Natural Resources (SCDNR) is soliciting quotes for qualified vendors to provide and deliver shucked oyster shells to Beaufort County SC, in accordance with all requirements and specifications stated herein.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 5/16/2017 End date: 07/31/2017. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board or its successor in interest

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract"

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A033-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>
[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R. 19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that: Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity*, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2018)

(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(15)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scomd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-5]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A143-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-443.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY"

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted

[02-2B105-2]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(ii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2008)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Department of Natural Resources (SCDNR) is soliciting quotes for qualified vendors to provide and deliver shucked oyster shells to Beaufort County SC, in accordance with all requirements and specifications stated herein.

Job Description

Shell must be loaded by the vendor at the contractor's facility and delivered to Russ Point Boat Landing on Hunting Island Beaufort, SC 29920.

An amount of 20 truckloads (no less than 700 U.S. bushels per load) of shucked oyster shell for planting shellfish beds is required to complete planting in Beaufort County. At the unloading site (Russ Point landing) SCDNR will measure shell as they load it on the barge for planting to confirm the size of the truckload (700 bushels per load) and payment will be based upon truckloads of shell delivered.

General Specifications:

The contractor will provide all necessary labor, materials, and equipment to provide the oyster shells, load and deliver the shell to Russ Point Boat Landing on Hunting Island Beaufort, SC 29920. Work must be completed by July 11th, 2017.

Vendor must possess a tractor trailer with a dump body large enough to haul a minimum of 700 bushels per load and the necessary equipment to efficiently load said tractor trailer.

Conversion factors for shell amounts per load: 22 bushels per one cubic yard.

Delivery location: Russ Point Boat Landing on Hunting Island Beaufort, SC 29920

Locations possible to change based upon agreement between SCDNR and contractor

DELIVERY DATE

Unless otherwise specified herein, delivery may begin the next business day after award.

Locations possible to change based upon agreement between SCDNR and contractor

After award you may contact SCDNR to coordinate the exact time and locations for the delivery of the oyster shells

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2016)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

Insurance: The successful contractor must furnish a copy of his liability insurance certificate.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder. [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6037-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy, corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	20	Each	2,225.00	\$44,500.00
Product Catg.: 94514 Aquaculture: Cultivation of Fish and Shellfish				
Item Description: Purchase and deliver (20) truckloads loads (no less than 700 U.S. bushels per load) of shucked oyster shell for purposes of planting the oyster shell in Beaufort SC (per specifications)				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2016)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 5 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS – B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

- (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.
- (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.
- (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2016)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 2) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute.
[11-35-1534(B)(4)] [07-7B236-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.
[11-35-1524(D)(5)(c)] [07-7B237-1]

TERMINATION FOR CONVENIENCE (JAN 2008)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the

amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	20	Each	2,225.00	\$44,500.00
Product Catg: 94514 Aquaculture: Cultivation of Fish and Shellfish				
Item Description: Purchase and deliver (20) truckloads loads (no less than 700 U.S. bushels per load) of shucked oyster shell for purposes of planting the oyster shell in Beaufort SC (per specifications)				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation: N/A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the 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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

STATE OF SOUTH CAROLINA
SC DEPARTMENT OF NATURAL RESOURCES
ATTN: PROCUREMENT SERVICES
1000 ASSEMBLY STREET, ROOM 142
COLUMBIA SC 29201

Statement of Award
Posting Date: May 15, 2017

Solicitation: 5400013420
Description: PURCHASE AND DELIVER OYSTER SHELLS
Agency: SC Department of Natural Resources Admin

The State awards the contract(s) noted below. This document is the final Statement of Award, effective **08:00:00, May 16, 2017**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

Contract Number: 4400016120
Awarded To: LLOYDS OYSTER HOUSE INC (7000039994)
1642 VILLAGE POINT RD SW
SHALLOTTE NC 28470

Total Potential Value: \$ 44,500.00
Maximum Contract Period: May 16, 2017 through July 31, 2017

Item	Description	Unit Price	Total
00001	Purchase and deliver tractor loads of shucked oyster shell per specifications	\$ 2,225.00	\$ 44,500.00

Procurement Officer
Andy Bowman, CPPB

EXHIBIT N

Pocket Rangers - Monthly Top 10 Page Navigation	
Top 10 Page navigation between September 2017 - October 2017	
Event Name	Total Event Occurrences
Hunting	2388
Rules & Regulations	1513
Fishing	1357
News	1079
Licenses & Permits	964
Advanced GPS Maps	932
Events	814
Hunting and Trapping Regulations	717
Saltwater Fish	678
Fish Species	429
Statistical data below for period between 10/10/2016 -10/10/2017	
Total Application downloads	8,625.00
Average monthly Application downloads	663.46
Average monthly sessions	7,350.30
Average monthly users	2,108.46
Total Application downloads 01/10/2015 (Inception) - 10/10/2017	47,976