Jo Marie Brown, CPPO,CPPB
Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

STATEWIDE TERM CONTRACT FOR DRUG AND ALCOHOL TESTING AND BACKGROUND CHECKS

CONTRACT EFFECTIVE DATE:	FEBRUARY 19, 2010
CONTRACT EXPIRATION DATE:	FEBRUARY 17, 2017
CONTRACT NO:	**4400001944**
SOLICITATION NO:	5400001023
CONTRACTOR:	FIRSTLAB 1364 WELSH ROAD – STE. C-2 NORTH WALES, PA 19454-1913
VENDOR NO.:	7000121278
TELEPHONE:	800-732-3784

This contract is being extended for one year or until a new contract is in place, not exceeding one year.

Current FirstLab Clients

Drug Testing – No Action is required. You may continue to use your assigned collection sites following your current procedures. FirstLab will contact you directly if any changes are needed.

Background Screening – To add background screening to your account email or call your FirstLab account manager, Wendy Killian. Wendy can be contacted by email wkillian@firstlab.com or by calling 800-732-3784 ex 5569. Please complete the Certification Form.

New FirstLab Clients

Drug Testing – Complete the account set up sheet and return to FirstLab. FirstLab will establish a new account and ship all necessary supplies. Once the account set up is complete, we will email you the assigned collection sites and instructions for accessing results via the FirstLab website.

Background Screening – Complete the account set up sheet and Certification Form and return to FirstLab. FirstLab & Kroll will establish a new account. You will receive an email including any necessary authorization forms and instructions for accessing the background screening website.

New FirstLab Clients – Student Testing

Drug Testing – Complete the account set up sheet and return to FirstLab. FirstLab will establish a new account and ship all necessary supplies. Once the account set up is complete, we will email you the instructions for the student and the client instructions for accessing results via the FirstLab website.

Background Screening – Complete the account set up sheet and Certification Form and return to FirstLab. FirstLab & Kroll will establish a new account. You will receive an email including any necessary authorization forms, instructions for the student and the client instructions for accessing the background screening website.

New FirstLab Clients – Point of Collection Instant Test Device

Drug Testing – Complete the account set up sheet and return to FirstLab. FirstLab will establish a new account and email you an order form. Once the account set up is complete, we will email you the instructions for accessing confirmation results via the FirstLab website.

100 Highpoint Drive Suite 102, Chalfont, PA 18914
800-732-3784 215-396-5500 Fax: 215-396-5609 *www.firstlab.com*

FirstLab

South Carolina State Contract
Account Set Up

Company Name _____

Street Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____

Mailing Address _____
(City) (St) (Zip)

Billing Address _____
(City) (St) (Zip)

CONTACTS

Designated Employer Rep (DER) (Negative and Positive Results, Random lists)

_____
(Name & Title)

Phone # _____ Ext. _____ Fax # _____

e-mail address _____

☐ Drug Test Results ☐ Background Check Results

Alternate DER (Contacted when Primary DER is unavailable)

_____
(Name & Title)

Phone # _____ Ext. _____ Fax # _____

e-mail address _____

☐ Drug Test Results ☐ Background Check Results

Random Contact (Person responsible for preparing random disk)

_____
(Name & Title)

Phone # _____ Ext. _____ Fax # _____

e-mail address _____

Billing Contact (Person responsible for receipt of all invoices)

_____
(Name & Title)

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1201 Main St - Ste 600
Columbia, SC 29201

Phone # _____ Ext. _____ Fax # _____

E-Mail completed form to rdoural@firstlab.com or fax to 215-396-5624

CERTIFICATION FORM

The State of South Carolina has entered into a statewide term contract with First Lab under contract number 4400001944 for services, in part, to provide criminal background checks and screenings. By its signature below, the Using Governmental Unit (UGU) hereby certifies to First Lab that it will act in accordance with the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et. seq.* if applicable services are rendered under this contract, and that it will not use the information provided through such services in violation of any applicable state or federal laws, including equal opportunity laws.

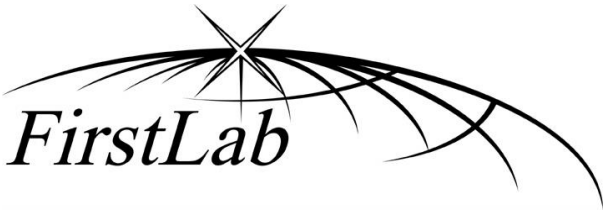
Te UGU also acknowledges that First Lab has provided it with the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" and a "Summary of Your Rights under the Fair Credit Reporting Act."

_____
Name of Using Governmental Unit (UGU)

_____
Authorized Signature for UGU

_____
Title

_____
Date



FirstLab Contacts

South Carolina Account Manager:

Wendy Killian
wkilian@firstlab.com
800-732-3784 ex 5514
215-396-5672 fax

Account Set Up:

Donna LaBate
dlabate@firstlab.com
800-732-3784 ex 5514
215-396-5633 fax

Supervisor Set Up/Acct Mgr:

Jennifer Blowars
jblowars@firstlab.com
800-732-3784 ex 5506
215-396-5642 fax

Manager of Workplace Programs:

Regina Doural
rdoural@firstlab.com
800-732-3784 ex 5528
215-396-5624 fax

Director of Operations:

Lynn Carr
lcarr@firstlab.com
800-732-3784 ex 5516
215-396-5648 fax

Chief Development Officer:

Mary Ellen Petti
mpetti@firstlab.com
215-396-5505
215-396-5490 fax

Business Development Manager

Peggy Levins
plevins@firstlab.com
215-396-5524
215-396-5490 fax

PRICING

Item	Description	
0001	HHS 5-Panel DOT and Non-DOT	$32.75
0002	MRO Review/Report Cost Per Specimen	$0.00
0003	HHS 9-Panel Plus Opiates Non-DOT Drug Te	$34.80
0004	MRO Review/Report cost Per Specimen	$0.00
0005	DOT and NON-DOT Alcohol Testing	$28.75
0006	Training: Educational/Material Packets	$3.50*
0007	Criminal Background Cks - State Employee	$47.50
0008	Criminal Background Cks -- Student	$47.50
0009	10 Panel Drug Screening - Students - Urine	$33.35
0010	Drug Screening - Students 5 Panel Hair	$52.65
0011	Report Summary - Students	$0.00
0012	Collection Supplies - Probation, Pardon	$0.00
0013	7- Panel Drug Testing	$14.40
0014	Supervisor Training on Signs and Symptom	$0.00
0015	Train the Trainer on Teaching Effects on	$0.00
0016	Educational Materials/Packets for Train	$0.00
0017	Collection Services - Probation, Pardon and Parole Services	$19.75
0018	Train the Trainer on Teaching Effects on	$0.00

***An electronic copy of the training materials can be supplied to the State at no charge. End user can then make as many copies as necessary.**

FOR CONTRACTOR USAGE REPORTING:

FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to .75% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than $10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable) , and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation.

[07-7B020-1]

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Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

State of South Carolina

Request for Proposal

Solicitation Number:	5400001023
Date Issued:	07/22/2009
Procurement Officer:	Georgia Gillens, CPPB, CPM
Phone:	(803) 737-0615
E-Mail Address:	ggillens@mmo.sc.gov

DESCRIPTION: **Statewide Term Contract for Drug and Alcohol Testing and Background Checks**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **08/13/2009 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/31/2009 5:00 PM E.S.T.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original electronic version, five (5) electronic copies (format specified herein) and one (1) electronic redacted copy (marked "redacted")**

CONFERENCE TYPE: **Pre-Proposal** DATE & TIME: **07/31/2009 10:00 AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Midlands Technical College Airport - Academic Ctr 115 1260 lexington Drive Columbia SC 29201**

AWARD & AMENDMENTS	Award will be posted on **08/25/2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

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1201 Main St - Ste 600
Columbia, SC 29201

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) ____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 ____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 (%)

PREFERENCES - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.** *ADDRESS AND PHONE OF IN-STATE OFFICE ____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

End of PAGE TWO

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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]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 10/01/2009End date: 09/30/2014. 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]

It is the intent of the State of South Carolina, Materials Management Office to solicit proposals to **provide a statewide term contract for Drug and Alcohol Testing and Criminal Background Checks** in accordance with all requirements stated herein. While the previous contract was an "employee" program, the new contract will also encompass students who require drug and/or alcohol testing as well as criminal background checks for appropriate academic programs. There will be six lots under this contract. Lots 1-5 will be used for evaluation. Lot 6 is for optional services that may or may not be used. **The award will be made to one offeror for all lots.**

INTRODUCTION

Experience and research have proven that even small quantities of drugs or alcohol can seriously impair an individual's judgment, reflexes, physical and mental health and dramatically affect on-the-job performance. Even when not readily apparent, this impairment can have serious results, particularly for those employees working in the transportation industry. Employees using drugs may be a threat to co-workers, to public safety, and to themselves.

The public has the right to expect those employed to serve the public to be both physically and mentally prepared to fulfill those duties.

For these reasons, as well as in keeping with the requirements of the Drug-Free Workplace Act and/or the Omnibus Transportation Employee Testing Act of 1991 and the subsequent regulations 49 CFR parts 382 and 40 in their entirety, Agencies of the State of South Carolina have adopted a policy that all employees must report to work free from the effects of drugs and/or the effects of alcohol.

BACKGROUND

The U. S. Department of Transportation Omnibus Transportation Employee Testing Act (OTETA) was signed into law on Oct. 28, 1991. This Act was part of the 1992 Department of Transportation and Related Agencies Appropriations Act and required the DOT to issue regulations for alcohol and controlled substances testing for employees who operate commercial vehicles and/or who hold safety-sensitive positions. Additionally, article 5 of South Carolina Transportation Regulation 43-80 mandates that school districts must have a substance abuse program for school bus drivers and driver supervisory personnel.

The employer is required to issue drug and alcohol misuse policies explaining the requirements of applicable DOT rules including testing procedures. Notification of implementation procedures, employee's obligations to comply and actions taken for violating the policy are also required.

The final alcohol and drug rule covers approximately 4450 drivers in South Carolina. This includes approximately 2,700 South Carolina Department of Transportation employees who are determined to be in safety-sensitive jobs, 450 South Carolina Department of Education transportation employees, and hundreds of other drivers statewide who are employed by other agencies. The final rule also covers an additional 6,000 school bus drivers throughout 86 school districts in the state of South Carolina who hold a Commercial Driver's License (CDL).

DEFINITIONS

The following words and phrases must have the meanings included below:

BAT means the Breath Alcohol Technician certified to use an Evidential Breath Testing Device.

BLIND SAMPLE means a urine specimen submitted to a laboratory for quality control testing purposes with a fictitious identifier so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs, or which is blank containing no drugs.

CCF means chain of custody form.

CRC means Criminal Records Check.

COLLECTION SITE means the place where specimens are collected in order to be analyzed for the presence of drugs.

CPL means the National Highway Traffic Safety Administration's Conforming Products List, whether for evidential or non-evidential devices.

DHHS means the Department of Health and Human Services.

DOT means the United States Department of Transportation.

DRUG TEST means the compulsory production and submission of a urine specimen by an employee and the subsequent chemical analysis performed to detect the presence of drugs.

EBT means an Evidential Breath Testing Device which is approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath. It must appear on the NHTSA's Conforming Products List as conforming to the NHTSA's model specifications.

EMPLOYEE ASSISTANCE PROGRAM means a counseling program that offers assessment, evaluation, and treatment including short or long-term counseling and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

EMPLOYEE means State employees and may include employees of any other State or local government agency or school district that chooses to participate in drug and alcohol testing under this contract.

FEDERAL REGULATIONS or REGULATIONS means 49 CFR Parts 40 and 382 and 655 et al., "Controlled Substances and Alcohol Use and Testing Rule", “Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations” including subsequent revisions or additions.

FTA means Federal Transit Administration

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) who is responsible for receiving laboratory results generated by an employer's drug testing program and who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with an individual's medical history and any other relevant biomedical information.

NHTSA means the National Highway Traffic Safety Administration.

OTETA means the Omnibus Transportation Employee Testing Act of 1991, including subsequent revisions or additions. The Act requires compliance with regulations for alcohol and controlled substances testing for employees in safety-sensitive positions.

RANDOM TESTING means a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs. The selection process for random testing must comply with the requirements of 49 CFR 382.305 (i) and 49 CFR 655.

RFP means Request for Proposal.

SAMHSA means the Substance Abuse and Mental Health Services Administration, a sub-division of USDHHS, which is responsible for certification of laboratories for work place drug.

SAT means Saliva Alcohol Testing Device which must appear on the NHTSA's CPL for non-evidential testing devices.

STT means the Screening Test Technician certified to use a Saliva Alcohol Testing Device.
SCDOE must mean the South Carolina Department of Education.

SCDOT must mean the South Carolina Department of Transportation.

SPLIT SAMPLE must mean a single urine specimen that is divided into two portions and sealed in accordance with federal regulations. Both containers must be submitted to the laboratory so that if an employee's test results on the first portion are positive, the employee has the opportunity to have the second portion tested by a second DHHS certified laboratory for the identified drug(s) only with no cutoff levels.

THIRD PARTY ADMINISTRATOR or TPA means the contractor who provides all services rendered under a contract, either by providing services directly or by coordinating and contracting with additional parties to provide services. This individual or entity will serve as liaison between any contracting agency and all other providers involved in the testing process. The TPA manages the random selection process and provides consolidated billing for all services. The TPA ensures that all employees of the TPA or sub-contractors of the TPA who provide services under a contract meet all federal regulations. The TPA is responsible for providing documentation of their compliance to any contracting agency.

USDHHS means the United Stated Department of Health and Human Services, the Agency that currently certifies laboratories qualified to do DOT drug testing.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

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

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the South Carolina Budget & Control Board.
BUYER means the Procurement Officer.
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-1]

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]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a 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. [02-2A010-1]

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]

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board 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 Board is not a party to such contracts, unless and to the extent that the board 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. [02-2A030-1]

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.net/code/statmast.htm. The South Carolina Regulations are available at:http://www.scstatehouse.net/coderegs/statmast.htm. [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [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 (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

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]

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]

PROTESTS (JUNE 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]

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 (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

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 (JAN 2004)

(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.
[02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

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 is 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/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade

secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the

public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

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]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

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

of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

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 athttp://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: **07/22/2009 02:30:00**
Location of Pre-Bid/Proposal Conference: **Materials Management Office, 1201 Main Street Suite 600, Columbia SC 29201**

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]

CONTENTS OF OFFER (RFP) -- SPO (JAN 2006)

(a) Offers should be complete and carefully worded and should convey all of the information requested.
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
(c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
[02-2B040-1]

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]

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

MAGNETIC MEDIA – REQUIRED FORMAT (JANAUARY 2006):

As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R.** Formats such as CD-RW, DVD-RAM, DVD-RW, DVD-+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

.PDF format is preferred.

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]

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us , (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-1]

SAMPLES (JAN 2006)

Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.

Send Sample To:
Samples should be addressed just as you would your bid documents. Please place your company's name, bid number and the word Samples on the outside of the packet.

Mark to attn of buyer listed on cover page.

[02-2B130-1]

SAMPLES --TESTING (JAN 2006)

Free samples may be required for testing by an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing. [02-2B135-1]

SUBMISSION OF QUESTIONS

Potential Offerors are encouraged to submit questions at any time prior to the deadline. The deadline for submission of questions is July 31, 2009 by 5:00 PM EST. The Materials Management Office and the Commission on Higher Education are not under any obligation to respond to further questions, but reserve the right to do so after this deadline. Any follow-up questions must relate only to the amendment issued in the responses from State Tech. Questions may be submitted as soon as they arise and all questions do not have to be submitted at one time. **Please submit all questions electronically. Address the subject line of your email as follows: QUESTIONS: RFP #5400001023.**

Mark envelopes on questions mailed: QUESTIONS: RFP 5400001023
Title: Statewide Term Contract for Drug and Alcohol Testing and Criminal Background Checks

Attn.: Georgia Gillens, CPPB, CPM, ASCPM

QUESTIONS MAY BE E-MAILED TO: ggillens@mmo.state.sc.us FAXED TO: 803-737-0639

OR MAILED TO ADDRESS PROVIDED ON COVER PAGE.

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified herein, all items shall be delivered no later than thirty 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. [03-3025-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

The State of South Carolina is seeking a qualified contractor to serve as a Third Party Administrator (TPA) and provide all of the specified services required by the OTETA of 1991 including subsequent revisions or additions for approximately 4450 State employees. The TPA will also provide services for testing of NON-DOT employees. Additional State and Local government agencies and grantees may choose to participate under this contract, and price must be decreased accordingly based on volume as participation increases. Each contracting agency reserves the right to decline services provided to the TPA from any sub-contractor and the TPA must provide the option of using another qualified provider/sub-contractor for that service.

The program must consist of at least the following service requirement components:

A. Management, administration, reporting and record keeping.

B. Specimen collection services

C. Laboratory services by certified laboratory(ies).

D. Independent Medical Review Officer(s) (MRO) services

E. Blind Samples

F. Alcohol testing and training

G. Employee and supervisor education/training/assistance.

TEST PROCEDURES AND TASKS

The TPA and all laboratories, medical review officers, collection site personnel, and any other employees or sub-contractors of the TPA who provide services under a contract must comply with USDOT regulations in all procedures.

A. MANAGEMENT, ADMINISTRATION, REPORTING, AND RECORDKEEPING.
The TPA must:

1. Design, implement, and manage all aspects of substance abuse testing, record keeping, reporting, and compliance with federal regulations.

2. Provide policy review and guidance to ensure that all participating agencies are in compliance with the Regulations.

3. Advise agencies of any proposed change to the regulations when published so that agencies may respond during the comment period. Advise agencies of any final changes to the regulations upon publication.

4. Provide security of reports and records.

5. Report results or ensure that the MRO reports results to the specified personnel within the agencies. Reporting procedures must include electronic download of results to the agency's central program location and both voice response and fax on demand services to specific authorized personnel as determined by the agency.

6. Provide monthly statistical reports of all tests by location and type of test with monthly and annual totals and numbers of positive and negative tests in each category. These reports must be provided/transmitted on no less than a quarterly basis and annually in compliance with deadlines to meet Regulations.

7. Provide MIS report to each agency for all testing completed by the TPA or its sub-contractors. The MIS must be compiled and provided to the agency annually within the time frame established by the Regulations.

8. Provide random selection of employees in accordance with the Regulations and the specific needs of the agency whose personnel are to be tested. Each participating agency may request that their employees constitute a separate pool or that their employees be incorporated into a larger consortium pool. All selection and testing for any pool must be performed under federal regulations. Contractor shall provide status reports showing total consortium compliance with minimum testing requirements to the consortium participants.

9. Establish procedures to be followed in notifying the agencies of the employees selected in the random process and the tests to be performed. These procedures will be adapted to meet the specific needs of the individual agencies.

10. Provide a billing method acceptable to individual agencies that will meet their specific needs. The process may include billing separate cost centers or agency locations within the State. Submit monthly invoices reflecting fees for drug and alcohol tests, MRO services, and any other services provided that are specified in the contract. The invoice must specify the agency location, testing date, social security number, COC number, type of test given, and/or service provided. The employee's name must not appear on the invoice nor shall the test result appear. The invoices must reflect services provided for the month being billed.

11. Maintain a minimum of one million dollars in professional liability insurance to cover fines imposed by the USDOT or its representatives for a participating agency's failure to meet federal requirements due to negligence on the part of the TPA or any of its sub-contractors.

12. Maintain one million dollars tort liability insurance and ensure that each subcontractor for coverage against claims by agency employees.

13. Assign a specific and knowledgeable customer service representative to manage each contracting agency's account. This representative must manage the account including scheduling of testing and training, billing questions, resolving service questions or problems from any source, and must act as liaison between the agency and any provider or sub-contractor or among consortium members should any dispute occur.

14. The TPA will ensure that they or their sub-contractors meet all certification requirements under the regulations. The TPA will provide evidence of this certification and/or training upon request.

B. SPECIMEN COLLECTION SERVICES

The method for collection and analyzing urine samples for all covered employees must meet the requirements specified in 49 CFR Part 40. All personnel performing collection services, whether urine or breath or saliva collection, must be appropriately trained, certified, and meet all criteria set forth in the Regulations.

1. The TPA shall provide collection sites for pre-employment, random, reasonable suspicion, post-accident, return to duty and follow-up testing. Off-site collection sites must be mutually agreed upon by the requesting agencies and the TPA before the collection site can become a permanent collection site for the contract period.

2. On-site collections for Random Testing are required (at a minimum for SCDOT and must be conducted in each of the SCDOT's county maintenance facilities). The requesting agency's facilities shall be available to the TPA for on-site collections.

3. The TPA must provide legally correct chain of custody forms and alcohol breath testing forms, both DOT and NON-DOT, and all other necessary forms.

4. The TPA must provide a minimum of one collection site within a thirty (30) mile radius of each of the forty-six (46) County Seats, as well as one (1) additional location, Holly Hill. (See attached list.). Each collection site must perform collections during normal business hours, 9 AM until 5 PM, Monday through Friday. If no collection site meeting these criteria exists within this radius, this deficiency must be disclosed in your proposal, along with an acceptable solution for the provision of services to the areas affected.

5. The facility engaged in the collection must provide an adequate waiting room for contracting agency employees. Prior scheduling of an appointment by the agency must not be required in Post-Accident or Reasonable Suspicion situations. The contracting agency employees must wait no more than 30 minutes for scheduled testing to begin, unless an emergency condition exists. If an employee is brought to the collection site for confirmation alcohol testing after a positive screening test, the employee must be tested immediately without waiting, beyond any period of time required to prepare the EBT to perform the test or for compliance with the Regulations. Adequate parking near the facility is required.

6. The TPA must provide all collection supplies and technical assistance as needed.

7. The TPA shall ensure that all collection services are performed by qualified personnel in accordance with Federal Regulations and shall provide documentation verifying the qualifications of collection personnel to the contracting agency upon the agency's request. This documentation will include proof of training and applicable certifications such as BAT and STT certifications as well as instrument calibration documentation or any other qualification criteria specified by the Regulations.

8. The TPA must provide collection sites, procedures, and any necessary testing or collection services and personnel for drug testing in post-accident or reasonable suspicion situations outside of normal working hours and on weekends. The TPA must supply an emergency number to provide sample collection after regular office hours in areas where collection sites are not available.

C. CONTROLLED SUBSTANCES TESTING

1. The TPA shall require the collection site to provide overnight transportation of specimens to SAMHSA certified laboratories.

2. The TPA shall monitor collection procedures to ensure compliance with federal regulations.

3. The TPA shall maintain pertinent records on behalf of the contracting agency for the appropriate period of time to comply with the federal regulations.

D. LABORATORY SERVICES

Any laboratories used must be currently certified by the Substance Abuse and Mental Health Services Administration in accordance with federal requirements and all work performed must be in accordance with the Regulations.

1. The TPA will ensure that any laboratory selected to perform analysis of specimens maintains, at no expense to contracting agencies, at least one qualified forensic toxicologist who will be available to provide total litigation assistance including expert witness testimony and deposition should the testing procedures be legally challenged.

2. The laboratory must ensure negative results confirmation to the MRO within 24 hours; confirmed positive results reported to MRO within 48 hours, with confirmation done in compliance with the applicable regulations. Reporting of test results will be accomplished using confidential protocol and immediately conveyed to the MRO by electronic means which must be followed by confirming paperwork as required.

3. During the term of the contract, the laboratory(ies) must provide any information related to suspension or revocation of certification or any change in accreditation status to the SCMMO or other designee within one business day.

4. The laboratory(ies) will provide results reporting and monthly summaries to the MRO and each contracting agency in accordance with federal regulations.

E. MEDICAL REVIEW OFFICER(S) SERVICES

The Medical Review Officer(s) must meet all qualifications set forth in the Regulations. **The MRO(s) must be independent of the laboratory(ies) to ensure that there is no conflict of interest**.

1. The MRO(s) must receive and review all test results from the laboratory(ies) for negative and positive determination and utilize medical information provided by the employee or applicant in issuing a final determination on the status of substance use.

2. The MRO(s) must communicate test results no later than twenty-four (24) hours after receipt of verification from the laboratory(ies). In the event of a potential positive result, the MRO must contact the agency if contact with the employee cannot be made within 24 hours of the receipt of verification from the laboratory(ies). A result of "Medically Unqualified" is acceptable only for pre-employment tests of individuals who are not current employees of the agency.

3. Test results will be transmitted by electronic means in a legally accepted format.

4. The MRO(s) must document all test results in accordance with applicable agency requirements and federal regulations.

5. The MRO must provide a signed, written confirmation report of each test result to the agency within one (1) working day of reviewing the test results.

6. The MRO(s) must provide business location, hours of operation, and an emergency telephone number for use by any contracting agency in appropriate circumstances.

7. If an employee requests that his split sample be tested, the MRO will offer the employee a choice of approved laboratories and will direct that the split sample be sent to the selected laboratory.

8. Positive and negative results of the split sample test will be identified by the laboratory and sent to the Medical Review Officer within five (5) working days from the time the MRO is instructed to send the split sample testing.

9. The TPA will ensure that any MRO, or MRO facility selected to perform analysis of specimens maintains, at no expense to other contracting agencies, at least one qualified licensed physician who will be available to provide total litigation assistance including expert witness testimony and deposition should the testing procedures be legally challenged.

F. BLIND SAMPLES

The TPA must provide blind samples to contracting agencies at no charge. The samples must be submitted in a manner to ensure that the agency is in compliance with the Regulations.

G. ALCOHOL TESTING

, Breath alcohol testing which conforms to the federal regulations must be available at collection sites.

1. The TPA must ensure that Breath Alcohol Technicians (BAT) meeting federal regulations are available to perform breath alcohol testing at collection sites.

2. The TPA must ensure that equipment for screening and confirmation testing included on the NHTSA CPL is available to perform breath alcohol testing at collection sites.

H. EMPLOYEE AND SUPERVISOR EDUCATION/TRAINING/ASSISTANCE

1. All training provided must meet 49 CFR. 382.601, 382.603 and 655. Training must include employee and supervisory training and materials for use by any contracting agency for initial program implementation and start-up and for recurrent supervisory training.

2. The TPA must offer development and implementation of a supervisor drug and alcohol educational training program that complies with Federal regulations. This program will include two separate modules: 1) Signs and Symptoms Training; and, 2) Regulatory Compliance Training. This training will be presented only upon the request of the agency, but no more than six times per year, at a regionally centralized location to be agreed upon by the agency and the TPA.

3. The TPA must offer development and implementation of a continuing Train the Trainer certification program for supervisors. This program will prepare location supervisors to provide training to their employees that meets the requirements of 49 CFR 382.601 (b) (11). This training will be presented only upon the request of the agency in conjunction with Signs and Symptoms and Regulatory Compliance training.

4. The TPA must provide packets of simple educational materials which meet the requirements of 49 CFR 382.601 (b) (11) for on-going distribution to employees.

I. ACCESS TO RECORDS

The contractor shall keep full and accurate records and accounts in connection with the contract. All such records shall be retained by the contractor for a period of two (2) years and may be audited by the State's designated representative at any time during regular working hours.

J. CRIMINAL BACKGROUND CHECK AND SCREENING TO INCLUDE:

Criminal background checks for places of residence for prior seven (7) years
Check of Sex Offender Registry
Check of Office of Inspector General
Check of General Services Administration (GSA) list of excluded individuals/entities

Specifications for Student Testing and Reporting

Specific Requirements

Criminal Background Check and Screening to Include:

- Criminal background checks for places of residence for prior seven (7) years
- Check of Sex Offender Registry
- Check of Office of Inspector General
- Check of General Services Administration (GSA) list of excluded individuals/entities
- Any checks that may be required by Clinical Facilities at a later date under the US Patriot Act.

Drug Screening

- Require a 10-panel screening to be administered. It is anticipated that the majority of tests will be urine tests, however; circumstances have arisen in the past that required a hair sample to be tested. Contractor must have the ability to perform 10-panel screening on hair samples.
- Screenings must be administered at a readily accessible site in the Columbia area. Contractor must offer flexible screening times to include evening hours.
- Require a site that provides secure monitoring of specimen collection
- Require a site that provides a doctor licensed to practice medicine in South Carolina to intervene in the case of a positive, inconclusive, or incomplete drug screening. MD must evaluate results that fall into the aforementioned categories and make recommendations regarding follow up testing, type of follow up testing, and take ultimate responsibility for deeming a test positive.
- Students/Faculty should be allowed to submit verification from their prescribing physician to the site doctor who will be responsible for making the final determination.
- Require rapid response of test results. Most test results should be available within 48 hours

Quality Service:

- Require excellent customer service to include an assigned representative to manage the account and provide a rapid response to questions/concerns.
- Contractor must provide toll-free number for staff and students
- Require company that will provide direction and guidance to student who has an adverse action report. (E.g. Verify accuracy of report, provide information on how to expunge record, etc.)
- Contractor must have extensive medical screening experience. Contractor must be familiar with The Joint Commission on Accreditation of Health Care Organizations (JCAHO) regulations and able to meet facility requirements.
- Testing methods used must be approved by the Food and Drug Administration (FDA.)
- Contractor's lab must be a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. Documentation verifying the certification must be included in the proposal.
- Provide a mechanism to flag, highlight or otherwise easily separate positive CRCs from negative CRCs

User Friendly System

Students:

Students will be responsible for submitting their information to contractor and need a system that is easy to navigate.
Students will be directly responsible for fees and need to be charged a reasonable price.
Contractor must offer a variety of payment methods to include credit card, check, money order, or debit card.
Students and need to have access to their personal reports.

Administrative Staff:

- Reports should be provided to designated authorized personnel as indicated by the area of study that the Student/Faculty has indicated.
- Contractor shall provide access to electronic copy of reports to designated authorized personal. Authorized personal must be able to print copies of reports as needed.
- Students shall be provided access to electronic copy of their results that they can print out as needed.
- Separate reports issued to nursing, allied health, etc. and each program will only have access to their Students'/Faculty reports.
- Require criminal background reports to be provided within 48-72 hours.
- Need to have the ability to print a hard copy of the report to present to the facility to which the Student/Faculty is assigned for clinical study

Report Summary

- The CRC shall contain a statement listing the checks that were performed, and the results (either positive or negative.)
- For positive results, the summary shall contain the charges, dates, and disposition of charges.
- Drug screen shall be reported as positive or negative. If positive, the drug(s) detected shall be listed.
- Reports shall have a summary cover sheet indicating positive and/or negative results for each category
- Reports that contain two (2) or more pages should include identifying information (name, social security number, and date of birth) on all pages

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:
[04-4005-1]

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

To be considered for award, all proposals must include, as a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter. **All information should be presented in the listed order:**

Submit a cover letter which includes a summary of the offeror's ability to perform the services described herein and statement that the offeror is willing to perform those services and enter into this contract with the State. The cover letter must be signed by a person having the authority to commit the offeror to this contract.

A. Understanding of SCOPE OF WORK and Plan to Achieve Service Requirements:

1) Provide detailed plans and/or procedures to complete each required task under PART V, SCOPE OF WORK; respond in the order in which tasks are presented using the same letters & numbers format.

2) Provide case citations and a brief description of legal challenges or administrative hearings, if any, relative to the process requirements specified herein. Description should include at a minimum the nature of the challenge, the final outcome, and any procedural changes as a result of the decision to ensure that procedures will withstand future challenges.

3) Provide evidence of laboratory certification by SAMSHA.

4) Provide a resume on the proposed toxicologist. Also include a summary of the toxicologist's professional experience which qualifies the toxicologist to be recognized as an expert.

5) Provide detailed procedures to assure that the MRO will receive negative confirmations from the laboratory(ies) within 24 hours and that confirmed positive results will be received by the MRO within 48 hours of testing.

6) Disclose any suspension or revocation of certification at the proposed laboratory and provide a brief summary of the circumstances and resolution.

7) State in writing that the laboratory will provide reports and monthly summaries of results to the MRO and agency designee in accordance with the Regulations.

8) Provide detailed procedures on how the MRO reporting process to the designated officials within the contracting agency will be accomplished using confidential protocol to comply with federal regulations.

9) Provide a résumé on the medical review officer(s). Also include a summary of the MRO's professional experience which qualifies the MRO to be recognized as an expert.

10) State in writing that collectors are knowledgeable and certified to perform collections and/or breath testing in accordance with the Regulations.

11) Explain how the organization will design, implement, and manage a state wide comprehensive drug and alcohol program tailored to meet the needs of the contracting agencies and in compliance with State and Federal Regulations.

12) Explain how the organization will design, implement, and maintain data collection and appropriate record keeping procedures and reports. Provide examples of reports demonstrating that such reports are accurate and understandable and that they fully comply with the Federal Regulations.

13) Describe record keeping, storage, and retrieval procedures and how records are backed up and systems for disaster recovery.

14) Explain the procedures for the administration of the random selection process to meet the needs and requirements of the contracting agencies.

15) Describe billing methods in detail and provide sample invoice.

16) Provide a detailed list of collection sites available to the State of South Carolina. This list may be considered PROPRIETARY/CONFIDENTIAL INFORMATION, but MUST be so marked, in accordance with the terms of Part XI, paragraph 9.0.

If no collection site meets the criteria specified in PART V, SCOPE OF WORK, B.4., indicate your proposed solution for the provision of services to the areas affected.

17) Provide, in detail, any exceptions to the requirements found under SCOPE OF WORK and a plan that explains how the offeror will overcome any deficiencies or lack of required services.

18) Provide in detail any additional services or capabilities that exceed the requirements of the RFP.

B. Organization:

1) The home office address and telephone number of the organization.

2) The local office address and telephone number (if different from the home office).

3) The name, business address, experience and credentials of the individual(s) responsible for this project.

4) The name, business address, experience and detailed credentials of the principal and primary administrators assigned to this project for the day-to-day operation and executive management.

5) Description of the organization including history, structure, and length of time in business performing services required herein. Include an organizational chart. Provide the same information on all sub-contractors.

6) A minimum of 5 references with whom offeror currently provides services required herein, to include: name, business address, telephone number, and name of contact person who can discuss the work performed by the offeror and the length of time these services have been proved to that organization.

7) Documentation of financial ability to perform the required services.

C. Unit Cost For the Testing Procedures:

Testing costs must represent the total costs associated with collection, testing, shipping, reporting, and MRO services.

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]

SUBMITTING REDACTED OFFERS (FEB 2007)

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):
(a) Include a brief history of the offeror's experience in providing work of similar size and scope.
(b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
(c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
(d) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
(e) List of failed projects, suspensions, debarments, and significant litigation.
[05-5015-1]

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of 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 evaluate your proposed subcontractors. [05-5030-1]

The state reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other source. Should the respondent volunteer any information outside the specific questions, this information may be recorded and used in the evaluation stage.

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

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]

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

A. Scope of Work and Plan To Achieve Service Requirements.
B. Organization.
C. Costs.

[06-6065-1]

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 (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

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 (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [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]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

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]

PAYMENT (JAN 2006)

(a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

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]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

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

ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)

If the state is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the state may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit. [07-7B010-1]

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]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

To be mutually agreed upon by the Procurement Manager and the successful offeror.

[07-7B040-1]

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 (JAN 2006)

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification -- Third Party Claims.
(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification -- Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.
(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:
COMMERCIAL GENERAL LIABILITY:
General Aggregate (per project) $1,000,000
Products/Completed Operations $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any one fire) $ 50,000
Medical Expense (Any one person) $ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):
Combined Single Limit $1,000,000
OR
Bodily Injury & Property Damage (each) $750,000
WORKER'S COMPENSATION:
State Statutory
Employers Liability $100,000 Per Acc.

$500,000 Disease, Policy Limit; $100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.
(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.
(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.
[07-7B055-1]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity,

(3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

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

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

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

[07-7B075-1]

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 (JAN 2006)

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement. [07-7B100-1]

INTELLECTUAL PROPERTY INFRINGEMENT (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. [07-7B105-1]

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 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 atwww.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]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

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]

STATEWIDE TERM CONTRACT (JAN 2006)

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

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 is1years,0months,0days 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 -- 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 least120days 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 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)
PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
1	9613010100	5000	Each		
Description: HHS 5-Panel DOT and Non-DOT Drug Testing: Testing Cost Per Specimen including collection, whether on-site or at a designated collection facility.					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
2	9613010100	5000	Each		
Description: MRO Review/Report Cost Per Specimen					

End of Lot 1 (Items 1-2) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
3	9613010100	2500	Each		
Description: HHS 9-Panel plus opiates Non-DOT Drug Testing: Testing Cost Per Specimen including collection, whether on-site or at a designated collection facility					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
4	9613010100	2500	Each		
Description: MRO Review/Report Cost Per Specimen					

End of Lot 2 (Items 3-4) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
5	9613010100	2500	Each		
Description: DOT and Non-DOT Alcohol Testing: Testing Cost Per Breath Test					

End of Lot 3 (Item 5) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
6	9613010100	1000	Each		
Description: Training: Educational/Material Packets					

End of Lot 4 (Items 6) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
7	9613010100	500	Each		
Description: Criminal Background Checks					

End of Lot 4 (Items 7) Total: _____

Agency Req.:

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
8	9613010100	500	Each		

Description: Criminal background check screening - students

Agency Req.: MTC-0551

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
9	9613010100	500	Each		

Description: Drug screening – students – 10 panel drug screen, urine and hair

Agency Req.: MTC-0551

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
10	9613010100	500	Each		

Description: Report summary - students

End of Lot 5 (Items 8-10) Total: _____

GRAND TOTAL (for evaluation): _____
(Total for Lots 1-5 on the line above)

Quantities indicated above are estimates and are subject to change based on actual requirements.

NOTE: Since multiple agencies may choose to obtain services under the provisions of this contract, the offeror must provide a chart showing price decreases based on volume of participants in the test pool. When the pool volume reaches a break point shown on the chart, test prices for all contracting agencies must be decreased as provided in the proposal.

Optional Services

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
11	9613010100	2500	Each		
Description: Supervisor Training on Signs and Symptoms and Federal Regulations					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
12	9613010100	2500	Each		
Description: Train the Trainer on Teaching Effects on Drugs and Alcohol to Employees.					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
13	9613010100	2500	Each		
Description: Educational Materials/packets for Train the Trainer					

End of Lot 6 (Items 11-13) *Total: _____

* This total is for optional services that may or may not be used by the various agencies. **The cost evaluation will not be based on this section.**

IX. ATTACHMENTS TO SOLICITATION

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

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

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

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
   Name: _____
   Address: _____

   Receiving Rentals or Royalties From: _____
   Name: _____
   Address: _____

   Beneficiary of Trusts and Estates:
   Name: _____
   Address: _____

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

Date of Registration:

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

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

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

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

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

If Corporate officer state title:

_____
(Name - Please Print)

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

Jo Marie Brown, CPPO,CPPB
Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

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

	State of South Carolina **Request for Proposal** **Amendment 1**	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	5400001023 07/30/2009 Georgia Gillens, CPPB, CPM (803) 737-0615 ggillens@mmo.sc.gov

DESCRIPTION: **Statewide Term Contract for Drug and Alcohol Testing and Background Checks**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **08/13/2009 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/31/2009 5:00 PM E.S.T.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original electronic version, five (5) electronic copies (format specified herein) and one (1) electronic redacted copy (marked "redacted")**

CONFERENCE TYPE: **Pre-Proposal** DATE & TIME: **08/03/09 10:00 AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Midlands Technical College Airport - Academic Ctr 139 1260 Lexington Drive Columbia SC 29201**

AWARD & AMENDMENTS	Award will be posted on **08/25/2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

Jo Marie Brown, CPPO,CPPB
Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

Jo Marie Brown, CPPO,CPPB
Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

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) ____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 ____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 (%)

PREFERENCES - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.** *ADDRESS AND PHONE OF IN-STATE OFFICE ____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

End of PAGE TWO

Jo Marie Brown, CPPO,CPPB
Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

SOLICITATION 5400001023 has been amended as follows:

Pre-Proposal Time: **August 3, 2009 at 10:00 A.M.**
Midlands Technical College – Airport Campus
Academic Center Room 139
1260 Lexington Drive
Columbia SC 29201

All other Terms and Conditions remain unchanged.

Jo Marie Brown, CPPO,CPPB
Procurement Manager
E-Mail: jmbrown@mmo.sc.gov
Telephone: (803) 896-0670

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

State of South Carolina

Request for Proposal
Amendment 2

Solicitation Number:	5400001023
Date Issued:	08/11/2009
Procurement Officer:	Georgia Gillens, CPPB, CPM
Phone:	(803) 737-0615
E-Mail Address:	ggillens@mmo.sc.gov

DESCRIPTION: **Statewide Term Contract for Drug and Alcohol Testing and Background Checks**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **08/26/2009 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/31/2009 5:00 PM E.S.T.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original electronic version, five (5) electronic copies (format specified herein) and one (1) electronic redacted copy (marked "redacted")**

CONFERENCE TYPE: **Pre-Proposal** DATE & TIME: **07/31/2009 10:00 AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Midlands Technical College Airport - Academic Ctr 115 1260 lexington Drive Columbia SC 29201**

AWARD & AMENDMENTS	Award will be posted on **09/11/2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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Procurement Manager
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Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

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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 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 - SC RESIDENT VENDOR PREFERENCE	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.**
(June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	*ADDRESS AND PHONE OF IN-STATE OFFICE ____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

End of PAGE TWO

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SOLICITATION 5400001023 has been amended as follows:

New Opening Date: **August 26, 2009**

New Posting Date: **September 11, 2009**

Another amendment will be issued in the near future answering questions that have been submitted in writing.

All other Terms and Conditions remain unchanged.

State of South Carolina

Request for Proposal
Amendment 3

Solicitation Number:	5400001023
Date Issued:	08/24/2009
Procurement Officer:	Georgia Gillens, CPPB, CPM
Phone:	(803) 737-0615
E-Mail Address:	ggillens@mmo.sc.gov

DESCRIPTION: **Statewide Term Contract for Drug and Alcohol Testing and Background Checks**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **09/01/2009 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/31/2009 5:00 PM E.S.T.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original electronic version, five (5) electronic copies (format specified herein) and one (1) electronic redacted copy (marked "redacted")**

CONFERENCE TYPE: **Pre-Proposal** DATE & TIME: **07/31/2009 10:00 AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Midlands Technical College Airport - Academic Ctr 115 1260 Lexington Drive Columbia SC 29201**

AWARD & AMENDMENTS	Award will be posted on **09/11/2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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TITLE (business title of person signing above)		STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)

____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

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OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.

*ADDRESS AND PHONE OF IN-STATE OFFICE

____ In-State Office Address same as Home Office Address
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(check only one)

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End of PAGE TWO

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SOLICITATION 5400001023 has been amended as follows:

New Opening Date: September 1, 2009 at 2:30 P.M.

New Posting Date: September 11, 2009

Please add the following under Section III. SCOPE OF WORK/SPECIFICATIONS

Laboratory Testing For Drugs

1. Introduction

The South Carolina Department of Probation, Parole and Pardon Services (SCDPPPS) believes that drug testing for drug use serves several purposes. Drug testing can help identify those offenders who jeopardize their successful completion of supervision through drug use. Such identification allows Agents to intervene in ways that increase the offenders chances for successful completion of supervision. An effective drug testing program can dramatically deter the use of drugs among offenders. Deterrence from drug use can also improve the chances an offender will successfully complete supervision. Drug use by offenders also is a public safety issue. Offenders who use drugs during their period of supervision are in violation of their supervision conditions and are therefore in violation of mandates set by the releasing authority. Laboratory drug testing will be used in conjunction with field drug testing to provide a more comprehensive range of drug testing services. In addition, gas chromatography/mass spectrometry (GC/MS) laboratory testing will be used for the confirmation of field drug testing when sufficient cause exists. The Department currently has 50 plus sites statewide. There is one site in each county of the state and some satellite sites. The Department is seeking a provider for the laboratory drug testing service.

The policies of SCDPPPS provide for departmental staff to perform observed, on-site collection of urine from an offender under supervision. SCDPPPS personnel receive training in the standards and protocols for the collection of urine for drug testing purposes. All vendors providing services / supplies will provide SCDPPPS with training/education regarding the use, operation of equipment/supplies provided with their product or service. SCDPPPS personnel receive/participate in training regarding the protocols of all vendors providing services or products for drug testing purposes. SCDPPPS maintain strict protocols with regards to the chain of custody for all test samples collected by the Department.

Estimated usage is 4000 tests per year.

2. Scope of Service

2a) Offeror must have a comprehensive system for the testing of urine to include collection, collection containers, mailings, transportation, courier services, method of reporting test results and the testing process. Offeror must include all aspects of a successful lab testing process.

2b) Offeror must provide necessary equipment and supplies for the safe reliable collection of samples by Agents within the normal course of their operation.

2c) Offeror must provide an easy rapid method to transport the sample from the collection site to the laboratory. Offeror must provide plans and type of approach for the transportation of samples.

2d) The testing service must provide for the detection of the following drugs or their respective metabolites: THC, Cocaine, Opiates, Benzodiazepines, Amphetamines, Barbiturates, Methadone.

2e) The cut-off levels for the tests shall meet or exceed the cut-off levels established by Substance Abuse and Mental Health Services Administration (SAMHSA).

2f) The technology and testing methods must be FDA approved and have a proven record of consistent, reliable testing results. Thin layer chromatography is not an acceptable testing method.

2g) The laboratory must be a SAMHSA certified laboratory. Documentation verifying the certification must be included in the proposal.

2h) The testing results must be available to the Agent within 72 hours after the specimen has been sent to the laboratory. The preferred method for notification of results would be a secure website accessible by Departmental staff. Other alternative reporting methods, such as a fax, may be considered. Offeror must describe method that will be used to provide the Agent with drug test results.

3. Availability and Quality of Technical Support

3a) The offeror must provide a toll-free hotline to allow SCDPPPS personnel to contact technical personnel with any questions about the testing procedure during the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

3b) The offeror must supply, at no additional charge, toxicological expert witness testimony, when requested, regarding scientific reliability of the testing methods, including credentials of an expert witness to satisfy the court.

3c) The offeror must supply complete on-site training and certification for all designated Department personnel at no additional charge. The training shall include all aspects of the procedure necessary for the reliable and accurate testing of urine samples. The offeror must supply, at no additional charge, all training materials, pamphlets and manuals necessary for the statewide training of the collections and transportation methods. A training of trainers must occur within 30 days of the proposal award. The offeror must conduct additional training upon request at no additional cost.

3d) The offeror must have a regionally located representative that is available (via telephone), 8:30 a.m. and 5:00 p.m., Monday through Friday. Furthermore, a representative must be available to travel to South Carolina as needed.

3e) The offeror must guarantee delivery of the respective specimen collection supplies within 30 days of the notification of award. Furthermore, the offeror must guarantee the delivery of subsequent orders within 7 working days of the reorder.

4. General Considerations

4a) The fee for the laboratory drug test must include all material costs that are related to specimen collection necessary for the performance of the test. This will include all freight or shipping charges.

4b) Should the offeror, after the award, develop a new method of service which improves upon the existing service, the Department may, at its discretion, utilize the new service if agreeable to both parties.

4c) All bids should contain the necessary information, without excess information, including general promotional and sales material. All included material shall be indexed to the bid specifications for ease of evaluation.

5. Product Evaluations

5a) The offeror may send any independent evaluations of the product they are proposing to support the quality, accuracy and ease of use of service. This does not include any promotional or sales materials or articles focused on other company's products. The selections should only include scholarly independent evaluations of the exact product and not evaluations of the general technology.

See new Bidding Schedule

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)
PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
1	9613010100	5000	Each		
Description: HHS 5-Panel DOT and Non-DOT Drug Testing: Testing Cost Per Specimen including collection, whether on-site or at a designated collection facility.					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
2	9613010100	5000	Each		
Description: MRO Review/Report Cost Per Specimen					

End of Lot 1 (Items 1-2) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
3	9613010100	2500	Each		
Description: HHS 9-Panel plus opiates Non-DOT Drug Testing: Testing Cost Per Specimen including collection, whether on-site or at a designated collection facility					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
4	9613010100	2500	Each		
Description: MRO Review/Report Cost Per Specimen					

End of Lot 2 (Items 3-4) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
5	9613010100	2500	Each		
Description: DOT and Non-DOT Alcohol Testing: Testing Cost Per Breath Test					

End of Lot 3 (Item 5) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
6	9613010100	1000	Each		
Description: Training: Educational/Material Packets					

End of Lot 4 (Item 6) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
7	9613010100	500	Each		
Description: Criminal Background Checks – State Employee					

End of Lot 4 (Items7) Total: _____

Agency Req.:

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
8	9613010100	500	Each		
Description: Criminal background Check - Students					

Agency Req.: MTC-0551

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
9	9613010100	500	Each		
Description: Drug screening – students – 10 panel drug screen -- Urine					

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Agency Req.: MTC-0551

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
10	9613010100	500	Each		

Description: Drug screening – students – 5 panel drug screen -- Hair

Agency Req.: MTC-0551

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
11	9613010100	500	Each		

Description: Report summary - students

End of Lot 5 (Items 8-11) Total: _____

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
12	9613010100	000	Each		

Description: Collection Supplies for SC Department of Probation, Pardon and Parole Services

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
13	9613010100	4000	Each		

Description: 7-Panel Drug Testing

End of Lot 6 (Items 12-13) Total: _____

GRAND TOTAL (for evaluation):

_____

(Total for Lots 1-6 on the line above)

Quantities indicated above are estimates and are subject to change based on actual requirements.

NOTE: Since multiple agencies may choose to obtain services under the provisions of this contract, the offeror must provide a chart showing price decreases based on volume of participants in the test pool. When the pool volume reaches a break point shown on the chart, test prices for all contracting agencies must be decreased as provided in the proposal.

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Optional Services

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
11	9613010100	2500	Each		
Description: Supervisor Training on Signs and Symptoms and Federal Regulations					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
12	9613010100	2500	Each		
Description: Train the Trainer on Teaching Effects on Drugs and Alcohol to Employees.					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
13	9613010100	2500	Each		
Description: Educational Materials/packets for Train the Trainer					

End of Lot 6 (Items 11-13) *Total: _____

* This total is for optional services that may or may not be used by the various agencies. **The cost evaluation will not be based on this section.**

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
14	9613010100	2500	Each		
Description: Collection Services – Probation, Pardon,					

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
15	9613010100	2500	Each		
Description: Train the Trainer on Teaching Effects on Drugs and Alcohol to Employees.					

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Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
16	9613010100	2500	Each		
Description: Educational Materials/packets for Train the Trainer					

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The following questions were submitted in writing by Vendor A. (Answers follow.)

1. **What are the current contract prices of the previous vendor for the requested services?**

   Per drug test, per alcohol test, per emergency after hours, per training class per person, etc

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

2. **Can the supervisor and employee training be completed on line? The supervisors and employees would receive a manual and a certificate. The employees and supervisors would be tracked to ensure completion of the program**.

A. Yes. SCDOE, in particular, would welcome this approach.

3. **Can after hour emergency tests be completed on-site with a vendor coming to a State location?**

   A. Yes. The current contractor charges the same price for on-site or off-site testing.
   B. The After Hours Emergency Tests can in some cases be done on site it depends on the location and the charge is higher because it is after hours

4. **Does the state prefer random testing to be done on site with mobile collectors, or prefer that the donors go to a clinic for drug and alcohol testing?**

A. The contract requires on site for SCDOT and SCDOE (and any other agency that random testing, however for those employees that are not working during the random screening they must be able to go to a collection site for testing.

The following questions were submitted in writing by Vendor B. (Answers follow.)

5. **Do you require a local office or give preference to local companies?**

A. According to the contract guidelines there must be a local collection site within a 30 mile radius of each of the SCDOT county locations. The 30 mile collection site location radius is also a requirement of SCDOE.

6. **Who is your current Drug and Alcohol Testing Program provider?**

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

7. **Who currently performs your background checks?**

A. Background checks are a new line item that has been added to the contract. The State does not currently offer this service as a statewide term contract.

8. **Which collection sites do you currently use?**

A. The current vendor considers this proprietary information.

9. Do you currently pay an annual program administration fee?

A. No.

10. If so, how much do you pay?

A. N/A.

11. How much do you currently pay per DOT drug test?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

12. How much do you currently pay for 9-panel plus opiates non-DOT drug testing?

A. 9-panel plus opiates is a new line item that has been added to the contract. The State does not currently offer this service as a statewide term contract.

13. How much do you currently pay for 10-panel hair tests?

A. 10-panel hair checks is a new line item that has been added to the contract. The State does not currently offer this service as a statewide term contract.

14. How much do you currently pay per alcohol test?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

15. Do you currently pay a separate MRO Review fee? If so, what is the current rate for MRO Review?

A. The MRO Review is part of the contracted price, see the current RFP. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

16. Do you currently pay an additional fee (mobile set-up and/or hourly rate) for onsite testing?

A. No. It is included in the contract price.

17. If so, how much is this fee?

A. N/A.

18. How much do you currently pay for Supervisor Reasonable-Suspicion Training?

A. Currently this is completed in house and is not done by the State wide contract for SCDOT. However, the current provider has been providing this service free of charge to school districts and members of the South Carolina Pupil Transportation Association at its annual conference.

19. How much do you currently pay for Train the Trainer Sessions for Teaching the Effects of Drugs and Alcohol to Employees?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

20. How much do you currently pay for employee educational materials/packets for Train the Trainer?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

21. Please provide a copy of current Drug and Alcohol Testing policies.

A. Each state agency may have its own internal drug testing policy. We do not have a universal policy other than what is located in the RFP.

22. Please provide a sample of employee educational materials/packets.

A. These materials are the property of the current contractor.

23. Please provide a sample of a background check from your current provider.

A. There is no current statewide term contract for background checks. This is a new line item that is being added to the contract.

The following questions were submitted in writing by Vendor C. (Answers follow.)

24. Is there currently a vendor in place handling drug testing for SC statewide?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

25. What is the current pricing for drug tests you currently perform?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

26. Are there any other colleges in addition to midland college seeking college screening (ie Greenville, Piedmont, Tri County etc)?

A. This is a statewide term contract for all state agencies.

The following questions were submitted in writing by Vendor D. (Answers follow.)

27. Who is the current vendor?

A. FirstLab. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

28. Which laboratory is currently performing the drug screens and confirmations?

A. LabCorp.

29. What is the current pricing for line items 1-10?

A. Some of the requested line items under this contract are not currently being solicited as a statewide term. We do not have historical data on these items. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

30. How can we get a copy of the current contract?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

31. How many collection sites are required?

A. Please re-read the RFP. We are also including a list of sites.

32. What are the addresses of the current collection sites?

A. The current vendor considers this proprietary information.

33. How many positive tests were there in 2008?

A. 220 results required a MRO interview. Of the 220, 134 were verified positive.

34. For each test, what are the drugs to be tested, and their cut-off levels?

A. For the 5 panel DOT testing check the FMCSA regulations. The NON DOT 9 panel is listed below:

35. How many after hours tests were performed in 2008?

A. Approximately 100.

36. How many on-site tests were performed in 2008?

A. Approximately 2250.

37. How many on-site testing locations are there?

A. Refer to the RFP for SCDOT required locations SCDOE has 46 locations that will require on-site testing. Other agencies may have varying needs.

38. Will the State of South Carolina provide areas to perform on-site collections?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

39. How many hair collections were performed in 2008?

A. 10-panel hair checks is a new line item that has been added to the contract. The State does not currently offer this service as a statewide term contract.

40. How many specimens are there daily per location?

A. This number varies per day and per location from 0 to 50+.

41. We are a privately held corporation (Minority Owned Small Business). Would our Tax Forms prepared by a third party CPA be acceptable as far as submitting financial documents?

A. Yes.

The following question was submitted in writing by Vendor E. (Answer follows.)

42. Is it possible to obtain the name of the current vendor providing these services and their line-item pricing for each service requested?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

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The following questions were submitted in writing by Vendor F. (Answers follow.)

43. Exactly what drugs and cut-offs are required in the 9 panel plus opiates?

A.

Test Number	**10-Panel**	
Test Description		
DRUG NAME	***SCR***	***GC/MS***
Amphetamine	1000	-
Amphetamine	-	500
Methamphetamine	-	500
D/L ISO	-	-
MDMA	-	-
MDA	-	-
MDMA	-	-
MDEA	-	-
Barbiturate	200	-
Amobarbital	-	200
Secobarbial	-	200
Butalbital	-	200
Pentobarbital	-	200
Phenobarbital	-	200
Benzodiazepines	200	-
Nordiazepam	-	200
Oxazepam	-	200
Flurazepam	-	-
Lorazepam	-	-
OH-Alprazolam	-	200
Clonazepam	-	-
Temazepam	-	-
Triazolam	-	-
Prazepam	-	-
Cannabinoid	50	15
Cocaine	300	-
Benzoylecgonine	-	150
Opiates	300	-
Codeine	-	300
Morphine	-	300
Hydromorphone	-	300
HydroCodone	-	300
6-Acetylmorphine(reflex)	-	-
Oxycodone	300	-
Oxycodone	-	300

Oxymorphone	-	300
Phencyclidine	25	25
Methadone	300	300
Propoxyphene	300	300

44. Exactly what drugs and cut-offs are required in the 10 panel for urine and hair?

A. Urine – See Below

Cocaine
THC
Opiates/Morphine
Amphetamines
Methamphetamines
Phencyclidine (PCP)
Benzodiazepine
Barbituates
Methadone
MDMA (Ectasy)

Hair – See Below

Cocaine
THC
Opiates
Phencyclidine (PCP)
Amphetamines

Cut off levels for both urine and hair must meet or exceed the Substance Abuse & Mental Health Services Administration (SAMSHA) standards.

45. Do you require a DHHS certified laboratory for your urine testing?

A. This is required by USDOT Part 40 regulations and is thus required by SCDOT for DOT and NON DOT testing.

46. Do you require a DHHS certified laboratory for your hair testing?

A. Laboratory must be SAMSHA certified.

47. Under VIII – Bidding Schedule/Optional Services – the quantity of 1000, are you referring to the number of hard copies of a handout that will be required to be printed? Would an electronic version work for this requirement?

A. There is no quantity of 1000 listed under optional services. Electronic copies for any report are acceptable as long as the state agency agrees to that form of transmission.

48. Under VIII – Bidding Schedule, please explain the difference between the difference between item #7 & item #8 and what background checks should be included in each one?

A. Item 7 is for all employees of all state agencies. Item 8 refers specifically to students.

49. Under VIII – Bidding Schedule, please explain what is being requested in the Report Summary – Students?

A. Please see page 25 section titled Report Summary that details what is being requested.

50. Under VIII – Bidding Schedule – Item 7 – 500 Criminal Background Checks, are these just for Students?

A. See answer above.

51. Under VIII – Bidding Schedule – Item 7 – 500 Criminal Background Checks, do you require these to be listed individually by type and price or as a package price for all the checks listed together? i.e.

Criminal background checks	$xx.xx
Check of Sex Offender Registry	$xx.xx
Check of Office of Inspector General	$xx.xx
Check of (GSA)	$xx.xx

Any checks that may be required by Clinical Facilities at a later date under the US Patriot Act.
$xx.xx???

OR as a package

Package #1 **$??? Per package**
(Consisting of Criminal Check, Sex offender Registry, OIG)

A. As a package for all the checks. However, we require a breakdown of all checks that have been performed.

Questions Regarding Specifications for Student Testing and Reporting

52. Under Criminal Background Checks, please clarify, do you require checks for just students? And or Faculty?

A. See answer to question 48.

53. Can you give more detail on what students you are testing? Are they over the age of 18?

A. All students

54. Under Drug Screening please clarify, is there one location that the student testing will be done at and if so what is that location in Columbia?

A. This is a statewide term contract that will serve all state agencies including higher education institutions. DOT testing sites can be used in all counties; however, most colleges and universities may require on-site testing at the start of each semester. This will be determined by each institution of higher learning.

55. Are you requiring the students to pay for their drug test?

A. Yes.

56. Are you requiring the students to pay for their background checks?

A. Yes.

57. If #5 & #6 are YES, can they be done through two different systems for payment?

A. Yes.

58. Under Administrative Staff please clarify; last bullet is the report for background checks or drug results? And if so do they need to be on one report.

A. No.

59. Under Drug Screening, please clarify; can you please explain this section and the need for a medical doctor licensed in the State, are you requesting him to be a MRO?

In particular please explain this requirement: "*Require a site that provides a doctor licensed to practice medicine in South Carolina to intervene in the case of a positive, inconclusive, or incomplete drug screening. MD must evaluate results that fall into the aforementioned categories and make recommendations.*

A. The statement is self explanatory and stands as written.

The following questions were submitted in writing by Vendor G. (Answers follow.)

60. Who is the State's current provider of drug and alcohol testing services?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

61. What does the State currently pay for the services listed in the price proposal?

A. See the following website: http://www.mmo.sc.gov/MMO/webfiles/MMO_spo/Contracts/drug-d1.doc

62. Can you provide addresses for all SCDOT county maintenance facilities?

A. See Attachment 1.

63. In section IV.A.1. should "PART V, SCOPE OF WORK" read "PART III**, SCOPE OF WORK"?**

A. Yes.

64. In section IV.A.2., are you seeking information about lawsuits to which the Offeror has been a party or administrative challenges that have been made against the Offeror in connection with its processes? I'm just not sure what is being requested here.

A. We are interested in information particularly as it relates the offeror and its processes, but also expect all relevant information regarding legal challenges to be included in this list.

65. In our response to IV.B.5., are we required to provide detailed organizational histories and org charges for each collection facility and laboratory we plan to use?

A. This information would be acceptable from the main contractor. However, the State reserves the right to request this information for any potential sub-contractors.

66. Can you provide examples of the type of documentation that is required to demonstrate "financial ability to perform the required services"?

A. Examples are: Copies of previous year's tax returns completed and certified by a CPA or outside firm; audited financial records, etc.

67. The RFP says: "The TPA must provide a minimum of one collection site within a thirty (30) mile radius of each of the forty-six (46) County Seats, as well as one (1) additional location, Holly Hill. (See attached list.)." I did not see an attached list.

A. See Attachment 1.

68. Must every collection facility be capable of providing both drug and alcohol testing services? It appears so, but I wanted to clarify.

A. Not necessarily if there is a facility that is located within the 30 mile radius that can perform both services.

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The following questions were submitted in writing by Vendor H. (Answers follow.)

69. As far as the student/employee testing is concerned what is meant by access to electronic results.

A. Appropriate state personnel must be able to access the results on-line utilizing secure passwords. Students can access their own report.

70. Do you need a database setup with login info or results emailed to students/departments?

A. Both.

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Attachment 1

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
CITIES AND ZIP CODES OF SCDOT LOCATIONS

COUNTY	CITY	ZIP
ABBEVILLE	ABBEVILLE	29520
AIKEN	AIKEN	29801
ALLENDALE	ALLENDALE	29810
ANDERSON	ANDERSON	29621
BAMBERG	BAMBERG	29003
BARNWELL	BARNWELL	29812
BEAUFORT	BEAUFORT	29902
BERKELEY	MONCKS CORNER	29461
CALHOUN	ST. MATTHEWS	29135
CHARLESTON	N. CHARLESTON	29406
CHEROKEE	GAFFNEY	29340
CHESTER	CHESTER	29706
CHESTERFIELD	CHESTERFIELD	29709
CLARENDON	MANNING	29102
COLLETON	WALTERBORO	29488
DARLINGTON	DARLINGTON	29532
DILLON	DILLON	29536
DORCHESTER	ST. GEORGE	29477
EDGEFIELD	EDGEFIELD	29824
FAIRFIELD	WINNSBORO	29180
GEORGETOWN	GEORGETOWN	29442
GREENVILLE	GREENVILLE	29611
GREENWOOD	GREENWOOD	29646
HAMPTON	HAMPTON	29924
HORRY	CONWAY	29526
JASPER	RIDGELAND	29936
KERSHAW	CAMDEN	29020
LANCASTER	LANCASTER	29721
LAURENS	LAURENS	29360
LEE	BISHOPVILLE	29010
LEXINGTON	LEXINGTON	29072
McCormick	McCormick	29835
MARION	MARION	29571
MARLBORO	BENNETTSVILLE	29512
NEWBERRY	NEWBERRY	29108
OCONEE	OCONEE	29675
ORANGEBURG	ORANGEBURG	29116
ORANGEBURG II (HOLLY HILL)	HOLLY HILL	29059
PICKENS	PICKENS	29671
RICHLAND	COLUMBIA	29203
RICHLAND SCDOT HEADQUARTERS	COLUMBIA	29202
SALUDA	SALUDA	29138
SPARTANBURG	SPARTANBURG	29304
SUMTER	SUMTER	29150
UNION	UNION	29379
WILLIAMSBURG	KINGSTREE	29556
YORK	ROCK HILL	29731

All other Terms and Conditions remain unchanged.

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State of South Carolina

Request for Proposal
Amendment 4

Solicitation Number:	5400001023
Date Issued:	08/25/2009
Procurement Officer:	Georgia Gillens, CPPB, CPM
Phone:	(803) 737-0615
E-Mail Address:	ggillens@mmo.sc.gov

DESCRIPTION: **Statewide Term Contract for Drug and Alcohol Testing and Background Checks**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **09/01/2009 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/31/2009 5:00 PM E.S.T.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original electronic version, five (5) electronic copies (format specified herein) and one (1) electronic redacted copy (marked "redacted")**

CONFERENCE TYPE: **Pre-Proposal** DATE & TIME: **07/31/2009 10:00 AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Midlands Technical College Airport - Academic Ctr 115 1260 lexington Drive Columbia SC 29201**

AWARD & AMENDMENTS	Award will be posted on **09/11/2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

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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) ____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 ____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 (%)

PREFERENCES - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.** *ADDRESS AND PHONE OF IN-STATE OFFICE ____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

End of PAGE TWO

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SOLICITATION 5400001023 has been amended as follows:

Please add the following under Section VII. TERMS AND CONDITIONS -- B. SPECIAL

FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to .75% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than $10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable) , and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation.

[07-7B020-1]

All other Terms and Conditions remain unchanged.

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Materials Management Office
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Columbia, SC 29201

	State of South Carolina **Request for Proposal** **Amendment 5**	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	5400001023 08/31/2009 Georgia Gillens, CPPB, CPM (803) 737-0615 ggillens@mmo.sc.gov

DESCRIPTION: **Statewide Term Contract for Drug and Alcohol Testing and Background Checks**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **09/14/2009 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/31/2009 5:00 PM E.S.T.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original electronic version, five (5) electronic copies (format specified herein) and one (1) electronic redacted copy (marked "redacted")**

CONFERENCE TYPE: **Pre-Proposal** DATE & TIME: **07/31/2009 10:00 AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Midlands Technical College** **Airport - Academic Ctr 115** **1260 lexington Drive** **Columbia SC 29201**

AWARD & AMENDMENTS	Award will be posted on **10/02/2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

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Columbia, SC 29201

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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 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 - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.** *ADDRESS AND PHONE OF IN-STATE OFFICE ____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

End of PAGE TWO

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Materials Management Office
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Columbia, SC 29201

SOLICITATION 5400001023 has been amended as follows:

New Opening Date: **September 14, 2009 at 2:30 P.M.**

New Posting Date: **October 2, 2009**

The following questions were submitted in writing by Vendor A in response to the additional scope of work added in Amendment 3. (Answers follow.)

Q: Who is your current TPA/provider for these services?

A: Labcorp Services (formerly RDSI)

Q: What is the device that you are using?

A: Labcorp provides all drug sample collection supplies. Standard urine collection cup with approved chain of custody implements (sealed bags, evidence tape, etc.).

Q; Are you happy with that device?

A: We would prefer the least invasive device available on in the industry (minimal staff resources needed to perform chain of custody documentation)

Q: What is your cost for that device and service?

A: We currently pay $15.00 per lab test, inclusive of all supplies, devices, shipping, labels, etc.

Q: How many are sent to the laboratory for confirmation?

A: In FY 2007/2008 we submitted more than samples 4000 for lab testing purposes

Q; How many are lab based and how many are Point of Collection (instant)?

A: During FY 2007/08 more than 4000 samples were sent for lab testing and more than 90,000 on -site tests were performed.

No additional questions will be entertained as the deadline for questions has passed.

All other Terms and Conditions remain unchanged.