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CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: Eurofins Eaton Analytical, LLC

File No.: 2020-131

Posting Date: April 30, 2020

Contracting Entity: South Carolina Department of Health and Environmental Control

Solicitation No.: 5400019500

Description: EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. §11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

On March 12, 2020, South Carolina Department of Health and Environment Control (DHEC) advertised for quotes to “provide Per- and Polyfluoroalkyl Substances (PFAS) Analysis, employing EPA Method 533, in accordance with requirements as stated herein.” [Exhibit B] Section 3.2 of the solicitation states:

3.2. CERTIFICATION / QUALITY ASSURANCE:

3.2.1. Bidders must be able to perform and report for Per- and polyfluoroalkyl substances (PFAS) analysis.

3.2.2. EPA Method 533 will be used for the analysis.

3.2.2.1. Bidders must be certified for this method.

3.2.2.1.1. A .pdf attachment from the Environmental Protection Agency (EPA) for this method has been provided for this solicitation.

3.2.2.1.2. Certification must be in effect at the time of submission of the offer, and maintained until completion of required analysis.

On March 20, 2020, DHEC issued Amendment – 1, which answered vendor questions. [Exhibit C] This amendment provides the following question and answer modifying the solicitation that vendors possess certification at the time they submit their offerors:

1. QUESTION: In section 3.2.2.1 it states "Bidders must be certified for this method" and section 4.2 requests proof of certification. Method 533 is a new method and we are in the process of obtaining certification. Our request for certification will be submitted to TNI within a month, can we bid on this solicitation?

STATE'S RESPONSE: There is nothing preventing the vendor from bidding on the solicitation. However, certification must be provided prior to an award being issued. The award for this solicitation is currently scheduled to be posted on March 30, 2020.

On April 3, 2020, DHEC posted a Statement of Award to Pace Analytical Services, LLC (PAS). [Exhibit D] On April 9, 2020, Eurofins Eaton Analytical, LLC (EFA) filed a Notice of Intent to Protest. [Exhibit E] The following day, EFA filed its formal protest alleging that PAS was not certified in EPA Method 533. [Exhibit A] On April 20, 2020, DHEC responded that PAS did not possess the requisite certification and the award to PAS was erroneous. [Exhibit F]. On April 22, 2020, PAS submitted a response to DHEC stating "we have not obtained EPA 533 certification at this point." [Exhibit G] Based on this admission, it is clear that PAS did not possess the EPA 533 certification and it was error for DHEC to make an award to PAS.

It is the CPO's understanding that performance has not started and the award can be vacated without causing financial harm.

DECISION

Based on the forgoing, the Protest is granted and the award to PAS is vacated. This matter is remanded back to DHEC to proceed in accordance with the Procurement Code.



John St. C. White
Chief Procurement Officer
For Construction

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised June 2019)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2019 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

April 10, 2020

Chief Procurement Officer
Information Technology Management Office
1201 Main Street, Suite 600
Columbia, SC 29201
protest-mmo@mmo.state.sc.us

RE: Protest of Award - Solicitation 5400019500 EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

Dear Sir or Madam:

In follow-up to our Notice of Intent to Protest of April 9th, please accept this letter as Eurofins Eaton Analytical, LLC (Eurofins) formal Protest of Award of “Solicitation 5400019500 EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis”. The grounds of our protest and the relief requested are presented in detail below. In brief, the contractor selected according to the Statement of Award dated April 3, 2020 (attached) neither met the technical requirements of the solicitation at the time of the submittal, nor at the time of the award. These requirements were clearly stated in the State’s RFP and explicitly clarified as specific to USEPA Method 533 (distinct from USEPA Method 537.1) in response to questions formally posed in the pre-submission period. Eurofins provided documentation of the required certification to perform the test method specified (EPA Method 533) in our bid submittal. As the lowest qualified bidder, Eurofins should be awarded the contract. Documentation of the basis of our arguments is included as attachments to this document.

1. Basis of Claim of Technical Noncompliance of the Awardee with RFP Selection Criteria

Solicitation Technical Requirement: On page 17 of the 32 page Solicitation 5400019500 document under Section III. SCOPE OF WORK/SPECIFICATIONS, the following certification requirement is specified:

3.2.2. EPA Method 533 will be used for the analysis.

3.2.2.1. Bidders must be certified for this method.

3.2.2.1.1. A .pdf attachment from the Environmental Protection Agency (EPA) for this method has been provided for this solicitation.

3.2.2.1.2. **Certification must be in effect at the time of submission of the offer, and maintained until completion of required analysis.**

It is important to note that EPA Method 533 comprises a PFAS target list that substantially differs from that of EPA Method 537.1. Assumption that satisfactory performance in one method (EPA Method 537.1) is indicative of another (EPA Method 533) carries considerable analytical risk of data accuracy, precision and reliability. Hence the State’s position that EPA Method 533-specific accreditation by independent bodies was required of bidders and awardees appeared entirely appropriate and well-advised.

2.Awardee's Non-Compliance with Solicitation Technical Requirement (Enclosure #1):

On April 6, 2020 Eurofins emailed Matt Winslow of SC DHEC - Division of Procurement Services requesting confirmation that the contractor selected according to the Statement of Award dated April 3, 2020, naming Awardee Pace Analytical Services LLC, 106 Vantage Point Drive, West Columbia, SC 29172, did indeed submit proof of certified accreditation specifically for EPA Method 533. On April 8, 2020 Mr. Winslow replied with the following:

"The enclosed attachment contains relevant paragraphs from the bid from the awarded vendor (Pace). Our program area has highlighted certain sections to show the certification that was considered responsive to that requirement. Also included is a link to the operative Department of Defense manual, which is tied to NELAC (National Environmental Laboratories Accreditation Conference), from which Pace holds accreditation."

The attachment provided by Mr. Winslow is attached to this letter and the "relevant paragraphs" are below in its entirety including yellow highlights:

*"Pace Analytical Services, LLC ("Pace SC") formerly Shealy Environmental Services, Inc. is a full service environmental laboratory, and the only small business laboratory in the country that maintains a US EPA CLP combined analytical services contract, is Department of Defense and The NELAC Institute accredited for an exhaustive analyte list, is Department of Energy audited, has a NRC license, and has a USDA foreign soils license. Pace SC has the capability to support per- and polyfluoroalkyl substances (PFAS) analysis by LC/MS/MS and has **DoD accreditation for EPA method 537.1**, as well as the **DoD QSM05.3 Table B-15 method specific requirements**. Pace SC is currently validating EPA method 533 and anticipates submitting for TNI certification soon. The diversity and depth of these approvals demonstrates that Pace SC has inherently strong quality systems, a proven comprehensive internally programmed laboratory information management system (EQLIMS™), an outstanding staff committed to scientific excellence, a well designed facility, and a deep arsenal of state-of-the-art instrumentation.*

*PFAS analyses following the DoD QSM 5.3 Table B-15 requirements is relatively new to this industry. Pace SC has successfully completed three QSM 5.X PFAS audits and was one of the first labs in the country to secure this certification. Our second audit included a representative from the DoD providing oversight to ANAB, our accrediting body. **Currently on DENIX, we are one of only ten laboratories accredited for aqueous and solid matrices.** Another verification of Pace SC's ability to perform this analysis in an accurate and compliant manner would be our ongoing exceptional performance on PFAS PTs.*

<https://denix.osd.mil/edqw/documents/manuals/qsm-version-5-3-final/>

The underlined section above unequivocally states the Awardee did not hold independent accreditation for EPA Method 533. Moreover, they state their intention to submit application to an unnamed body "soon". This is not only non-compliant with Section 3.2.2.1.2 regarding bidding, it also does not align with the spirit of the clause to maintain method-specific accreditation throughout analysis to completion. We can only assume that because no actual certification for the awarded contractor was provided that the Awardee does not hold accreditation, or at least did not do so at the time of submittal of their bid as was required in the bid document. The DoD accreditation cited is for a different method (EPA Method 537.1) and the reference to "DoD QSM 5.3 Table B-15 requirements" is not relevant to the Solicitation because the guidance in the table is for PFAS analyses "in Matrices Other Than Drinking Water". This Solicitation is for drinking water samples. The actual title copied from Table B-15 in QSM5.3 is below.

"Table B-15 Per-and Polyfluoroalkyl Substances (PFAS) Using Liquid Chromatography Tandem Mass Spectrometry (LC/MS/MS) With Isotope Dilution or Internal Standard Quantification in **Matrices Other Than Drinking Water"**

3.State Clarification and Reinforcement of the Technical Need for EPA 533 Certification (Enclosure #2):

Amendment 1 for the Solicitation included one question from a potential bidder:

“Questions and Answers

1. *QUESTION: In section 3.2.2.1 it states 'Bidders must be certified for this method' and section 4.2 requests proof of certification. Method 533 is a new method and we are in the process of obtaining certification. Our request for certification will be submitted to TNI within a month, can we bid on this solicitation?*

STATE'S RESPONSE: There is nothing preventing the vendor from bidding on the solicitation. However, certification must be provided prior to an award being issued. The award for this solicitation is currently scheduled to be posted on March 30, 2020.”

The State's response to the question regarding the certification requirement is clear and supports our contention that the award was made to a contractor that did not meet the Solicitation requirements.

Eurofins provided two state certification documents for EPA Method 533 in its bid submittal. One is from the State of Utah in accordance with TNI Standards and the second is from the State of Arizona. Both of these accreditation certifications satisfy the requirement of the Solicitation as specific for EPA Method 533 and both were in place at the time of bid submittal as specified in the section highlighted above. Both of the relevant Eurofins Drinking Water Certifications are attached (Enclosure #3).

Eurofins Eaton Analytical LLC is highly respectful of all proposers' and clients' technical requirements and service needs. We very rarely (if ever) protest bid awards. However, we believe the scale and nature of public concern regarding PFAS contamination requires the right analytical tool, appropriately independently certified, to be used for South Carolina samples and therefore we respectfully request that this award be reviewed and awarded appropriate to the solicitation requirements and the lowest qualifying bidder.

Thank you for your review and consideration.

Respectfully submitted,
Eurofins Eaton Analytical, LLC



John Cosgrove, PhD
President – Authorized Signature

From: [Winslow, E. Matt](#)
To: [Samantha Carney](#)
Cc: [Joe Mattheis](#)
Subject: Re: SC Solicitation: PFAS ANALYSIS - EPA METHOD 533
Date: Wednesday, April 08, 2020 1:12:08 PM
Attachments: [Outlook-1469631442.png](#)
[Method 533 \(1\) \(1\).docx](#)

EXTERNAL EMAIL*

Good afternoon.

The enclosed attachment contains relevant paragraphs from the bid from the awarded vendor (Pace). Our program area has highlighted certain sections to show the certification that was considered responsive to that requirement. Also included is a link to the operative Department of Defense manual, which is tied to NELAC (National Environmental laboratories Accreditation Conference), from which Pace holds accreditation.

Please let me know if you have any questions. We appreciate your interest in our solicitations, and hope you consider bidding on future solicitations as they are posted.

Thank you.--Matt

E. Madison Winslow
Procurement Manager
Division of Procurement Services
S.C. Dept. of Health & Environmental Control
Office: (803) 898-3487
Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



From: SamanthaCarney@EurofinsUS.com <SamanthaCarney@EurofinsUS.com>
Sent: Monday, April 6, 2020 12:59 PM
To: Winslow, E. Matt <winsloem@dhec.sc.gov>
Cc: Joe Mattheis <JosephMattheis@eurofinsUS.com>
Subject: RE: SC Solicitation: PFAS ANALYSIS - EPA METHOD 533

*** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email.***

Good Afternoon,

Eurofins Eaton Analytical received the Statement of Award for Sol 5400019500 PFAS ANALYSIS - EPA METHOD 533. According to the solicitation document, the laboratory must hold certification for EPA 533 at the time of submission:

3.2.2.1.2. Certification must be in effect at the time of submission of the offer, and maintained until completion of required analysis.

Would it be possible to confirm that the winning laboratory does in fact have the appropriate certification in place as of March 27, 2020? This will determine our deadline for protest if there is a reason to disagree with the award status given.

Thank you.

Samantha Y Carney
Sales Operations Coordinator

Eurofins Eaton Analytical, LLC
Monrovia, CA and South Bend, IN
Mobile: +1 717-497-5090
E-Mail: SamanthaCarney@EurofinsUS.com

Please note: In order to continue to provide critical testing services, **Eurofins Environment Testing laboratories in the US are maintaining our courier services and continue to sample, analyze and report all test data as usual.** The situation around COVID-19 continues to be fluid and we are continuing to follow local and government mandates as applicable. For up-to-date business information, visit our website and follow us on Facebook and LinkedIn.

Please note that our standard [Terms and Conditions](#) apply to the prices quoted.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer. Email transmission cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete. The sender therefore is in no way liable for any errors or omissions in the content of this message which may arise as a result of email transmission. If verification is required, please request a hard copy. We take reasonable precautions to ensure our emails are free from viruses. You need, however, to verify that this email and any attachments are free of viruses, as we can take no responsibility for any computer viruses, which might be transferred by way of this email. We may monitor all email communication through our networks. If you contact us by email, we may store your name and address to facilitate communication.

-----Original Message-----

From: winsloem@dhec.sc.gov [mailto:winsloem@dhec.sc.gov]

Sent: Friday, April 03, 2020 12:38 PM

To: Samantha Carney

Subject: SC Solicitation: PFAS ANALYSIS - EPA METHOD 533

EXTERNAL EMAIL*

A Statement of Award has been issued for the solicitation referenced below:

Solicitation Number: 5400019500

Description: PFAS ANALYSIS - EPA METHOD 533

Link to award statement -

[http://webprod.cio.sc.gov/SCSolicitationWeb/solicitationAttachment.do?
solicitnumber=5400019500](http://webprod.cio.sc.gov/SCSolicitationWeb/solicitationAttachment.do?solicitnumber=5400019500)

Sincerely,

E. Madison Winslow
Procurement Services, SCDHEC

winsloem@dhec.sc.gov

* WARNING - EXTERNAL: This email originated from outside of Eurofins. Do not click any links or open any attachments unless you trust the sender and know that the content is safe!

Notify us [here](#) to report this email as spam.

Pace Analytical Services, LLC (“Pace SC”) formerly Shealy Environmental Services, Inc. is a full service environmental laboratory, and the only small business laboratory in the country that maintains a US EPA CLP combined analytical services contract, is Department of Defense and The NELAC Institute accredited for an exhaustive analyte list, is Department of Energy audited, has a NRC license, and has a USDA foreign soils license. Pace SC has the capability to support per- and polyfluoroalkyl substances (PFAS) analysis by LC/MS/MS and has DoD accreditation for EPA method 537.1, as well as the DoD QSM05.3 Table B-15 method specific requirements. Pace SC is currently validating EPA method 533 and anticipates submitting for TNI certification soon. The diversity and depth of these approvals demonstrates that Pace SC has inherently strong quality systems, a proven comprehensive internally programmed laboratory information management system (EQLIMS™), an outstanding staff committed to scientific excellence, a well designed facility, and a deep arsenal of state-of-the-art instrumentation.

PFAS analyses following the DoD QSM 5.3 Table B-15 requirements is relatively new to this industry. Pace SC has successfully completed three QSM 5.X PFAS audits and was one of the first labs in the country to secure this certification. Our second audit included a representative from the DoD providing oversight to ANAB, our accrediting body. Currently on DENIX, we are one of only ten laboratories accredited for aqueous and solid matrices. Another verification of Pace SC’s ability to perform this analysis in an accurate and compliant manner would be our ongoing exceptional performance on PFAS PTs.

<https://denix.osd.mil/edqw/documents/manuals/qsm-version-5-3-final/>



State of South Carolina

Request for Quote
Amendment - I

Solicitation: 5400019500
Date Issued: March 20, 2020
Procurement Officer: E. Madison Winslow
E. Madison Winslow
Phone: 803-898-3487
E-Mail Address: winsloem@dhec.sc.gov

DESCRIPTION: EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

USING GOVERNMENTAL UNIT: South Carolina Department of Health and Environmental Control

The Term "Offer" Means Your "Bid" or "Proposal". See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR OFFER ONLINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>
(See Page 3 and 4 for Instructions)
By e-mail to winsloem@dhec.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **March 27, 2020/2:30 pm ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~March 19, 2020/2:30 pm ET~~ (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See Page 3 for Instructions**

CONFERENCE TYPE: N/A DATE & TIME: N/A (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on March 30, 2020 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
---	--

AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
---	-------------

TITLE (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)	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)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____ Area Code - Number - Extension Facsimile</p> <p>_____ E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

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

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ON LINE

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a SCEIS vendor user ID and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “Notes and Attachments” tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION OR BIDDING PROBLEMS SHOULD CONTACT:

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

Monday – Friday 8:00 AM – 4:30 PM

Offeror instructions can be found at:

<http://procurement.sc.gov/vendor/submitting-offers>

NOTICE

- To submit bids vendors must use Internet Explorer 8, 9 or 10, which is compatible with SAP. Other browsers such as Internet Explorer 11, Google Chrome, or Mozilla Firefox will not function properly and may prohibit bid submissions.
- **It will be the responsibility of each bidder to ensure that their response was submitted properly. The Response Status must indicate 'Submitted'. If the response is in a 'HELD' or 'SAVED' status, you MUST go back in the system and submit the response before it can be 'ACCEPTED' by the State.**
- Bidders are encouraged to review the 'Simulation for Bid Creation' before trying to submit their response.
- Electronic bid submission (SRM Login) – <https://vendorportal.sc.gov/irj/portal>
- Submitting Confidential Data - <https://procurement.sc.gov/legal/general-info>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S.C. 29201

Opening/Physical Address:

SCDHEC – Division of Procurement Services
Bureau of Business Management
Columbia Mills Building – 4th Floor
301 Gervais Street
Columbia, S.C. 29201

Please call the procurement officer listed on the cover page or call information at (803) 898-3501 prior to delivery of a bid.

1. Offerors shall submit one (1) copy.
2. The solicitation number and opening date must appear on the package exterior
3. Offerors may e-mail offer to winsloem@dhec.sc.gov (procurement officer listed on cover page)

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

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

OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

STEP 1: Go back to the initial 'RFX and Auctions' screen

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response	Response Status	Event Version	Response Version	Q&A	Start Time	End Time
5400008505	Computer Replacement for SCGOV	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	08:00:00	14:00:00
5400008506	Computer Room Upgrade Project	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	08:00:00	15:00:00
5400008509	RAY44228 11/04/2013 09:46:40	Invitation For Bid	Published	11/06/2013			No Bid Created	1		0	08:00:00	11:00:00
5400008771	Whiteboard Stand	Invitation For Bid	Published	11/15/2013		5500025632	Submitted	8		0	08:00:00	17:00:00
5400008549	Computer Room Upgrade Project	Invitation For Bid	Published	11/05/2013			No Bid Created	8		0	08:00:00	17:00:00
5400008771	Homeowner Services	Request for Proposal	Published	01/25/2014			No Bid Created	3		0	08:00:00	14:00:00
5400008587	Web Site Design Project	Request for Proposal	Published	11/06/2013			No Bid Created	7		0	08:00:00	17:00:00
5400008528	OSS FPB Technical Assistance & Support	Fixed Price Bid	Published	05/02/2016			No Bid Created	5		0	08:00:00	11:00:00
5400008569	FPB TO PROVIDE MULTI AGENCY COMMUNITY BA	Fixed Price Bid	Published	05/31/2014			No Bid Created	3		0	08:00:00	11:30:00
5400008008	Xirus Network Products & Services	Fixed Price Bid	Published	08/19/2016			No Bid Created	1		0	08:00:00	14:30:00

STEP 2: Select the 'Refresh' button to update the screen.

STEP 3: Make sure the RFX you responded to, has your specific bid response number '55XXXXXXXX' displayed in the Response Number column and the Response Status column has a status of 'Submitted' before you log off.

NOTE: You also have the ability to print out a copy of your submission by selecting the 'Print Preview' button after your offer has been submitted.

Display RFX Response:

Edit | Print Preview | Close Withdraw Export Questions and Answers (0)

RFX Response Number 5500025632 RFX Number 5400008771 Status Submitted
 RFX Response Version Number Active Version RFX Version Number 8

AMENDMENT ONE

Solicitation No. 5400019500

DESCRIPTION: EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

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]

QUESTIONS FROM OFFERORS – AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE “STATE’S RESPONSE” SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE “STATE’S RESPONSE” DOES. **ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED.** [02-2A097-1]

Questions and Answers

1. **QUESTION:** In section 3.2.2.1 it states “Bidders must be certified for this method” and section 4.2 requests proof of certification. Method 533 is a new method and we are in the process of obtaining certification. Our request for certification will be submitted to TNI within a month, can we bid on this solicitation?

STATE’S RESPONSE: There is nothing preventing the vendor from bidding on the solicitation. However, certification must be provided prior to an award being issued. The award for this solicitation is currently scheduled to be posted on March 30, 2020.

State of Utah

Department of Health

Environmental Laboratory Certification Program

Certification is hereby granted to

Eurofins Eaton Analytical, LLC - Monrovia

750 Royal Oaks Drive Ste 100
Monrovia, CA 91016

*Has conformed with the
2009 TNI Standard*

*Scope of accreditation is limited to the
State of Utah accredited fields that accompany
this Certificate*

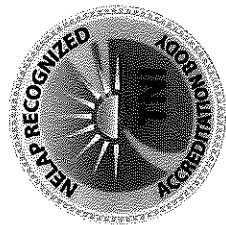
EPA Number: CA00006

Expiration Date: 1/31/2021

Certificate Number: CA000062020-18



Robyn M. Atkinson, Ph.D, HCLD
Director, Utah Public Health Laboratory



Continued accredited status depends on successful ongoing participation in the program.



State of Utah
 Gary R. Herbert
 Governor
 Spencer J. Cox
 Lieutenant Governor

Utah Department of Health

Dr. Joseph K. Miner
 Executive Director

Division of Disease Control and Prevention

Robyn M. Atkinson, Ph.D, HCLD
 Director, Utah Public Health Laboratory



EPA Number: CA00006

Attachment to Certificate Number: CA000062020-18

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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: CWA (Non Potable Water)

Method Enterolert®

Enterococci 01/01/18 01/31/21 UT

Method Enzyme Substrate Coliform Test (Colisure®)

Escherichia coli 01/01/18 01/31/21 UT

Total coliforms 01/01/18 01/31/21 UT

Method EPA 100.2

Asbestos 01/01/18 01/31/21 UT

Method EPA 120.1

Conductivity 01/01/18 01/31/21 UT

Method EPA 160.4

Residue-volatile 01/01/18 01/31/21 UT

Method EPA 180.1

Turbidity 01/01/18 01/31/21 UT

Method EPA 200.7

Aluminum 01/01/18 01/31/21 UT

Antimony 01/01/18 01/31/21 UT

Barium 01/01/18 01/31/21 UT

Beryllium 01/01/18 01/31/21 UT

Boron 01/01/18 01/31/21 UT

Cadmium 01/01/18 01/31/21 UT

Calcium 01/01/18 01/31/21 UT

Chromium 01/01/18 01/31/21 UT

Cobalt 01/01/18 01/31/21 UT

Copper 01/01/18 01/31/21 UT

Iron 01/01/18 01/31/21 UT

Lead 01/01/18 01/31/21 UT

Magnesium 01/01/18 01/31/21 UT

Manganese 01/01/18 01/31/21 UT

Molybdenum 01/01/18 01/31/21 UT

Nickel 01/01/18 01/31/21 UT

Potassium 01/01/18 01/31/21 UT

Silica as SiO2 01/01/18 01/31/21 UT

Silver 01/01/18 01/31/21 UT

Sodium 01/01/18 01/31/21 UT

Strontium 01/01/18 01/31/21 UT



Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: CWA (Non Potable Water)

Thallium	01/01/18	01/31/21	UT
Tin	01/01/18	01/31/21	UT
Titanium	01/01/18	01/31/21	UT
Total hardness as CaCO3	01/01/18	01/31/21	UT
Vanadium	01/01/18	01/31/21	UT
Zinc	01/01/18	01/31/21	UT

Method EPA 200.8

Aluminum	01/01/18	01/31/21	UT
Antimony	01/01/18	01/31/21	UT
Arsenic	01/01/18	01/31/21	UT
Barium	01/01/18	01/31/21	UT
Beryllium	01/01/18	01/31/21	UT
Cadmium	01/01/18	01/31/21	UT
Chromium	01/01/18	01/31/21	UT
Cobalt	01/01/18	01/31/21	UT
Copper	01/01/18	01/31/21	UT
Lead	01/01/18	01/31/21	UT
Manganese	01/01/18	01/31/21	UT
Molybdenum	01/01/18	01/31/21	UT
Nickel	01/01/18	01/31/21	UT
Selenium	01/01/18	01/31/21	UT
Silver	01/01/18	01/31/21	UT
Thallium	01/01/18	01/31/21	UT
Tin	01/01/18	01/31/21	UT
Titanium	01/01/18	01/31/21	UT
Vanadium	01/01/18	01/31/21	UT
Zinc	01/01/18	01/31/21	UT

Method EPA 218.6

Chromium VI	01/01/18	01/31/21	UT
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Method EPA 300.0

Bromide	01/01/18	01/31/21	UT
Chloride	01/01/18	01/31/21	UT
Nitrate as N	01/01/18	01/31/21	UT
Nitrate-nitrite	01/01/18	01/31/21	UT
Nitrite as N	01/01/18	01/31/21	UT
Sulfate	01/01/18	01/31/21	UT

Method EPA 314

Perchlorate	01/01/18	01/31/21	UT
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Method EPA 331.0

Perchlorate	01/01/18	01/31/21	UT
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Method EPA 335.4

Total cyanide	01/01/18	01/31/21	UT
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Method EPA 350.1

Ammonia as N	01/01/18	01/31/21	UT
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Method EPA 351.2

Kjeldahl Nitrogen (Total Kjeldahl Nitrogen-TKN)	01/01/18	01/31/21	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: CWA (Non Potable Water)**Method EPA 353.2**

Nitrate as N	01/01/18	01/31/21	UT
Nitrate-nitrite	01/01/18	01/31/21	UT
Nitrite as N	01/01/18	01/31/21	UT

Method EPA 365.1

Orthophosphate as P	01/01/18	01/31/21	UT
Phosphorus, total	01/01/18	01/31/21	UT

Method EPA 410.4

Chemical oxygen demand	01/01/18	01/31/21	UT
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Method EPA 420.1

Total phenolics	01/01/18	01/31/21	UT
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Method EPA 420.4

Total phenolics	01/01/18	01/31/21	UT
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Method EPA 522

1,4-Dioxane (1,4- Diethyleneoxide)	01/01/18	01/31/21	UT
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Method EPA 900.0 (GPC)

Gross-alpha	01/01/18	01/31/21	UT
Gross-beta	01/01/18	01/31/21	UT

Method Legionella pneumophila in water

Legionella pneumophila	09/04/18	01/31/21	UT
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Method Multiple Tube Fermentation Qualitative (LTB): Total Coliform

Total coliforms	01/06/20	01/31/21	UT
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Method SM 2120 B-2011

Color	01/01/18	01/31/21	UT
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Method SM 2150 B-2011

Odor	01/06/20	01/31/21	UT
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Method SM 2320 B-2011

Alkalinity as CaCO ₃	01/01/18	01/31/21	UT
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Method SM 2340 B-2011

Total hardness as CaCO ₃	01/01/18	01/31/21	UT
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Method SM 2340 C-2011

Calcium hardness as CaCO ₃	02/04/20	01/31/21	UT
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Method SM 2510 B-2011

Conductivity	01/01/18	01/31/21	UT
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Method SM 2540 B-2011

Residue-total	01/01/18	01/31/21	UT
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Method SM 2540 C-2011

Residue-filterable (TDS)	01/01/18	01/31/21	UT
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Method SM 2540 D-2011

Residue-nonfilterable (TSS)	01/01/18	01/31/21	UT
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Method SM 2540 E-2011

Residue-volatile	01/01/18	01/31/21	UT
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Method SM 2540 F-1997

Residue-settleable	01/01/18	01/31/21	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: CWA (Non Potable Water)

Method	Start Date	Expires	AB
Method SM 3500-Cr B-2011 Chromium VI	01/01/18	01/31/21	UT
Method SM 4500-Cl G-2011 Free chlorine	01/01/18	01/31/21	UT
Total chlorine	10/29/18	01/31/21	UT
Total residual chlorine	01/01/18	01/31/21	UT
Method SM 4500-CN⁻ F-2011 Total cyanide	01/01/18	01/31/21	UT
Method SM 4500-CN⁻ G-2011 Amenable cyanide	01/01/18	01/31/21	UT
Method SM 4500-H⁺ B-2011 pH	01/01/18	01/31/21	UT
Method SM 4500-NH₃ H-2011 Ammonia as N	01/01/18	01/31/21	UT
Method SM 4500-O G-2011 Oxygen, dissolved	01/01/18	01/31/21	UT
Method SM 4500-P E-2011 Orthophosphate as P	01/01/18	01/31/21	UT
Phosphorus, total	01/01/18	01/31/21	UT
Method SM 4500-S₂⁻ D-2011 Sulfide	01/01/18	01/31/21	UT
Method SM 4500-SiO₂ C-2011 Silica as SiO ₂	01/01/18	01/31/21	UT
Method SM 5210 B-2011 Biochemical oxygen demand	01/01/18	01/31/21	UT
Carbonaceous BOD, CBOD	01/01/18	01/31/21	UT
Method SM 5220 D-2011 Chemical oxygen demand	01/01/18	01/31/21	UT
Method SM 5310 C-2011 Dissolved organic carbon (DOC)	01/01/18	01/31/21	UT
Total organic carbon	01/01/18	01/31/21	UT
Method SM 5540 C-2011 Surfactants - MBAS	01/01/18	01/31/21	UT
Method SM 9215 B (PCA)-2004 Heterotrophic plate count	01/01/18	01/31/21	UT
Method SM 9221 B-2001 Total coliforms	02/04/20	01/31/21	UT
Method SM 9221 E (EC)-2006 Fecal coliforms	02/04/20	01/31/21	UT
Method SM 9221 F (EC MUG) Escherichia coli	02/04/20	01/31/21	UT
Method SM 9223 B (Colilert® Quanti-Tray®) Escherichia coli	01/01/18	01/31/21	UT
Total coliforms	01/01/18	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date	Expires	AB
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Program/Matrix: CWA (Non Potable Water)**Method SM 9223 B (Colilert®)**

Escherichia coli

01/01/18 01/31/21 UT

Total coliforms

01/01/18 01/31/21 UT

Method SM 9223 B (Colilert®-18 Quanti-Tray®)

Escherichia coli

01/01/18 01/31/21 UT

Total coliforms

01/01/18 01/31/21 UT

Method SM 9230 B (NaCl)

Enterococci

01/01/18 01/31/21 UT

Method SM 9230 B (PSE)

Fecal streptococci

01/01/18 01/31/21 UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)**Method ChlordioX Plus**

Method	Start Date	Expires	AB
Chlorine dioxide	09/04/18	01/31/21	UT
Chlorite	09/04/18	01/31/21	UT

Method Cylindrospermopsin Plate by ELISA Procedure

Method	Start Date	Expires	AB
Microcystin-LA (MC-LA)	09/04/18	01/31/21	UT
Microcystin-LF (MC-LF)	09/04/18	01/31/21	UT
Microcystin-LR (MC-LR)	09/04/18	01/31/21	UT
Microcystin-YR (MC-LY)	09/04/18	01/31/21	UT
Microcystin-YR (MC-RR)	09/04/18	01/31/21	UT
Microcystin-YR (MC-YR)	09/04/18	01/31/21	UT
Nodularin-R (NOD)	09/04/18	01/31/21	UT

Method Disinfection By-Products Liquid/Liquid and GC/ECD

Method	Start Date	Expires	AB
Total haloacetic acids	01/01/18	01/31/21	UT

Method Enterolert®

Method	Start Date	Expires	AB
Enterococci	01/01/18	01/31/21	UT

Method EPA 100.2

Method	Start Date	Expires	AB
Asbestos	01/01/18	01/31/21	UT

Method EPA 150.1

Method	Start Date	Expires	AB
pH	01/01/18	01/31/21	UT

Method EPA 1613B

Method	Start Date	Expires	AB
2,3,7,8-Tetrachlorodibenzo- p-dioxin (2,3,7,8-TCDD)	01/01/18	01/31/21	UT

Method EPA 180.1

Method	Start Date	Expires	AB
Turbidity	01/01/18	01/31/21	UT

Method EPA 200.7

Method	Start Date	Expires	AB
Aluminum	01/01/18	01/31/21	UT
Barium	01/01/18	01/31/21	UT
Beryllium	01/01/18	01/31/21	UT
Boron	01/01/18	01/31/21	UT
Cadmium	01/01/18	01/31/21	UT
Calcium	01/01/18	01/31/21	UT
Chromium	01/01/18	01/31/21	UT
Copper	01/01/18	01/31/21	UT
Iron	01/01/18	01/31/21	UT
Magnesium	01/01/18	01/31/21	UT
Manganese	01/01/18	01/31/21	UT
Molybdenum	01/01/18	01/31/21	UT
Nickel	01/01/18	01/31/21	UT
Potassium	01/01/18	01/31/21	UT
Silica as SiO ₂	01/01/18	01/31/21	UT
Silver	01/01/18	01/31/21	UT
Sodium	01/01/18	01/31/21	UT
Total hardness as CaCO ₃	01/01/18	01/31/21	UT
Vanadium	01/01/18	01/31/21	UT
Zinc	01/01/18	01/31/21	UT

Method EPA 200.8

Method	Start Date	Expires	AB
Aluminum	01/01/18	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

	Start Date	Expires	AB
Antimony	01/01/18	01/31/21	UT
Arsenic	01/01/18	01/31/21	UT
Barium	01/01/18	01/31/21	UT
Beryllium	01/01/18	01/31/21	UT
Cadmium	01/01/18	01/31/21	UT
Chromium	01/01/18	01/31/21	UT
Copper	01/01/18	01/31/21	UT
Lead	01/01/18	01/31/21	UT
Manganese	01/01/18	01/31/21	UT
Mercury	12/20/18	01/31/21	UT
Molybdenum	01/01/18	01/31/21	UT
Nickel	01/01/18	01/31/21	UT
Selenium	01/01/18	01/31/21	UT
Silver	01/01/18	01/31/21	UT
Thallium	01/01/18	01/31/21	UT
Uranium	01/01/18	01/31/21	UT
Vanadium	01/01/18	01/31/21	UT
Zinc	01/01/18	01/31/21	UT
Method EPA 218.6			
Chromium VI	01/01/18	01/31/21	UT
Method EPA 218.7			
Chromium VI	01/01/18	01/31/21	UT
Method EPA 300.0			
Bromide	01/01/18	01/31/21	UT
Chlorate	01/01/18	01/31/21	UT
Chloride	01/01/18	01/31/21	UT
Chlorite	01/01/18	01/31/21	UT
Nitrate as N	01/01/18	01/31/21	UT
Nitrate-nitrite	01/01/18	01/31/21	UT
Nitrite	01/01/18	01/31/21	UT
Nitrite as N	01/01/18	01/31/21	UT
Sulfate	01/01/18	01/31/21	UT
Method EPA 300.1			
Bromate	01/01/18	01/31/21	UT
Bromide	01/01/18	01/31/21	UT
Chlorate	01/01/18	01/31/21	UT
Nitrite as N	01/06/20	01/31/21	UT
Method EPA 314			
Perchlorate	01/01/18	01/31/21	UT
Method EPA 317.0			
Bromate	01/01/18	01/31/21	UT
Method EPA 331.0			
Perchlorate	01/01/18	01/31/21	UT
Method EPA 335.4			
Total cyanide	01/01/18	01/31/21	UT
Method EPA 353.2			

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

	Start Date	Expires	AB
Nitrate as N	01/01/18	01/31/21	UT
Nitrate-nitrite	01/01/18	01/31/21	UT
Nitrite as N	01/01/18	01/31/21	UT

Method EPA 365.1

Orthophosphate as P	01/01/18	01/31/21	UT
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Method EPA 504.1

1,2,3-Trichloropropane	01/01/18	01/31/21	UT
1,2-Dibromo-3-chloropropane (DBCP)	01/01/18	01/31/21	UT
1,2-Dibromoethane (EDB, Ethylene dibromide)	01/01/18	01/31/21	UT

Method EPA 505

Alachlor	01/01/18	01/31/21	UT
Aldrin	01/01/18	01/31/21	UT
Aroclor-1016 (PCB-1016)	01/01/18	01/31/21	UT
Aroclor-1221 (PCB-1221)	01/01/18	01/31/21	UT
Aroclor-1232 (PCB-1232)	01/01/18	01/31/21	UT
Aroclor-1242 (PCB-1242)	01/01/18	01/31/21	UT
Aroclor-1248 (PCB-1248)	01/01/18	01/31/21	UT
Aroclor-1254 (PCB-1254)	01/01/18	01/31/21	UT
Aroclor-1260 (PCB-1260)	01/01/18	01/31/21	UT
Chlordane (tech.)(N.O.S.)	01/01/18	01/31/21	UT
Dieldrin	01/01/18	01/31/21	UT
Endrin	01/01/18	01/31/21	UT
gamma-BHC (Lindane, gamma-HexachlorocyclohexanE)	01/01/18	01/31/21	UT
Heptachlor	01/01/18	01/31/21	UT
Heptachlor epoxide	01/01/18	01/31/21	UT
Methoxychlor	01/01/18	01/31/21	UT
Toxaphene (Chlorinated camphene)	01/01/18	01/31/21	UT

Method EPA 515.4

2,4,5-T	01/01/18	01/31/21	UT
2,4-D	01/01/18	01/31/21	UT
2,4-DB	01/01/18	01/31/21	UT
3,5-Dichlorobenzoic acid	01/01/18	01/31/21	UT
Acifluorfen	01/01/18	01/31/21	UT
Bentazon	01/01/18	01/31/21	UT
Dacthal (DCPA)	01/01/18	01/31/21	UT
Dacthal Acid Metabolites	01/01/18	01/31/21	UT
Dalapon	01/01/18	01/31/21	UT
DCPA di acid degradate	01/01/18	01/31/21	UT
DCPA mono-acid	01/01/18	01/31/21	UT
Dicamba	01/01/18	01/31/21	UT
Dichloroprop (Dichlorprop)	01/01/18	01/31/21	UT
Dinoseb (2-sec-butyl-4,6-dinitrophenol, DNBP)	01/01/18	01/31/21	UT
Pentachlorophenol	01/01/18	01/31/21	UT
Picloram	01/01/18	01/31/21	UT
Silvex (2,4,5-TP)	01/01/18	01/31/21	UT

Method EPA 522

1,4-Dioxane (1,4- Diethyleneoxide)	01/01/18	01/31/21	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Method EPA 524.2

Method	Start Date	Expires	AB
1,1,1-Trichloro-2,2,2-trifluoroethane (Freon 113a)	01/01/18	01/31/21	UT
1,1,1,2-Tetrachloroethane	01/01/18	01/31/21	UT
1,1,1-Trichloroethane	01/01/18	01/31/21	UT
1,1,2,2-Tetrachloroethane	01/01/18	01/31/21	UT
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)	01/01/18	01/31/21	UT
1,1,2-Trichloroethane	01/01/18	01/31/21	UT
1,1-Dichloroethane	01/01/18	01/31/21	UT
1,1-Dichloroethylene	01/01/18	01/31/21	UT
1,1-Dichloropropene	01/01/18	01/31/21	UT
1,2,3-Trichlorobenzene	01/01/18	01/31/21	UT
1,2,3-Trichloropropane	01/01/18	01/31/21	UT
1,2,4-Trichlorobenzene	01/01/18	01/31/21	UT
1,2,4-Trimethylbenzene	01/01/18	01/31/21	UT
1,2-Dichlorobenzene (o-Dichlorobenzene)	01/01/18	01/31/21	UT
1,2-Dichloroethane (Ethylene dichloride)	01/01/18	01/31/21	UT
1,2-Dichloropropane	01/01/18	01/31/21	UT
1,3,5-Trimethylbenzene	01/01/18	01/31/21	UT
1,3-Dichlorobenzene	01/01/18	01/31/21	UT
1,3-Dichloropropane	01/01/18	01/31/21	UT
1,4-Dichlorobenzene	01/01/18	01/31/21	UT
2,2-Dichloropropane	01/01/18	01/31/21	UT
2-Chlorotoluene	01/01/18	01/31/21	UT
4-Chlorotoluene	01/01/18	01/31/21	UT
4-Isopropyltoluene (p-Cymene,p-Isopropyltoluene)	01/01/18	01/31/21	UT
Benzene	01/01/18	01/31/21	UT
Bromobenzene	01/01/18	01/31/21	UT
Bromochloromethane	01/01/18	01/31/21	UT
Bromodichloromethane	01/01/18	01/31/21	UT
Bromoform	01/01/18	01/31/21	UT
Carbon disulfide	01/01/18	01/31/21	UT
Carbon tetrachloride	01/01/18	01/31/21	UT
Chlorobenzene	01/01/18	01/31/21	UT
Chlorodibromomethane	01/01/18	01/31/21	UT
Chloroethane (Ethyl chloride)	01/01/18	01/31/21	UT
Chloroform	01/01/18	01/31/21	UT
cis-1,2-Dichloroethylene	01/01/18	01/31/21	UT
cis-1,3-Dichloropropene	01/01/18	01/31/21	UT
Dibromomethane (Methylene bromide)	01/01/18	01/31/21	UT
Dichlorodifluoromethane (Freon-12)	01/01/18	01/31/21	UT
Ethylbenzene	01/01/18	01/31/21	UT
Ethyl-t-butylether (ETBE) (2-Ethoxy-2-methylpropane)	01/01/18	01/31/21	UT
Hexachlorobutadiene	01/01/18	01/31/21	UT
Hexachloroethane	01/01/18	01/31/21	UT
Isopropylbenzene	01/01/18	01/31/21	UT
Methyl bromide (Bromomethane)	01/01/18	01/31/21	UT
Methyl chloride (Chloromethane)	01/01/18	01/31/21	UT
Methyl tert-butyl ether (MTBE)	01/01/18	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

	Start Date	Expires	AB
Methylene chloride (Dichloromethane)	01/01/18	01/31/21	UT
Naphthalene	01/01/18	01/31/21	UT
n-Butylbenzene	01/01/18	01/31/21	UT
Nitrobenzene	01/01/18	01/31/21	UT
n-Propylbenzene	01/01/18	01/31/21	UT
sec-Butylbenzene	01/01/18	01/31/21	UT
Styrene	01/01/18	01/31/21	UT
T-amylmethylether (TAME)	01/01/18	01/31/21	UT
tert-Butyl alcohol	01/01/18	01/31/21	UT
tert-Butylbenzene	01/01/18	01/31/21	UT
Tetrachloroethylene (Perchloroethylene)	01/01/18	01/31/21	UT
Toluene	01/01/18	01/31/21	UT
Total trihalomethanes	01/01/18	01/31/21	UT
trans-1,2-Dichloroethylene	01/01/18	01/31/21	UT
trans-1,3-Dichloropropylene	01/01/18	01/31/21	UT
Trichloroethene (Trichloroethylene)	01/01/18	01/31/21	UT
Trichlorofluoromethane (Fluorotrichloromethane, Freon 11)	01/01/18	01/31/21	UT
Vinyl chloride (chloroethene)	01/01/18	01/31/21	UT
Xylene (total)	01/01/18	01/31/21	UT

Method EPA 525.2

2,4-Dinitrotoluene (2,4-DNT)	01/01/18	01/31/21	UT
2,6-Dinitrotoluene (2,6-DNT)	01/01/18	01/31/21	UT
4,4'-DDD	01/01/18	01/31/21	UT
4,4'-DDE	01/01/18	01/31/21	UT
4,4'-DDT	01/01/18	01/31/21	UT
Acenaphthene	01/01/18	01/31/21	UT
Acenaphthylene	01/01/18	01/31/21	UT
Alachlor	01/01/18	01/31/21	UT
Aldrin	01/01/18	01/31/21	UT
Anthracene	01/01/18	01/31/21	UT
Atrazine	01/01/18	01/31/21	UT
Benzo(a)anthracene	01/01/18	01/31/21	UT
Benzo(a)pyrene	01/01/18	01/31/21	UT
Benzo(b)fluoranthene	01/01/18	01/31/21	UT
Benzo(g,h,i)perylene	01/01/18	01/31/21	UT
Benzo(k)fluoranthene	01/01/18	01/31/21	UT
bis(2-Ethylhexyl)adipate (di(2-ethylhexyl)adipate)	01/01/18	01/31/21	UT
Bromacil	01/01/18	01/31/21	UT
Butachlor	01/01/18	01/31/21	UT
Butyl benzyl phthalate	01/01/18	01/31/21	UT
Chlordane (tech.)(N.O.S.)	01/01/18	01/31/21	UT
Chrysene	01/01/18	01/31/21	UT
Di(2-ethylhexyl) phthalate (bis(2-Ethylhexyl)phthalate, DEHP)	01/01/18	01/31/21	UT
Diazinon	01/01/18	01/31/21	UT
Dibenz(a,h) anthracene	01/01/18	01/31/21	UT
Dieldrin	01/01/18	01/31/21	UT
Diethyl phthalate	01/01/18	01/31/21	UT
Dimethyl phthalate	01/01/18	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Di-n-butyl phthalate	01/01/18	01/31/21	UT
Di-n-octyl phthalate	01/01/18	01/31/21	UT
Endrin	01/01/18	01/31/21	UT
EPTC (Eptam, s-ethyl-dipropyl thio carbamate)	09/04/18	01/31/21	UT
Fluoranthene	01/01/18	01/31/21	UT
Fluorene	01/01/18	01/31/21	UT
gamma-BHC (Lindane, gamma-HexachlorocyclohexanE)	01/01/18	01/31/21	UT
Heptachlor	01/01/18	01/31/21	UT
Heptachlor epoxide	01/01/18	01/31/21	UT
Hexachlorobenzene	01/01/18	01/31/21	UT
Hexachlorocyclopentadiene	01/01/18	01/31/21	UT
Indeno(1,2,3-cd) pyrene	01/01/18	01/31/21	UT
Methoxychlor	01/01/18	01/31/21	UT
Metolachlor	01/01/18	01/31/21	UT
Metribuzin	01/01/18	01/31/21	UT
Molinate	01/01/18	01/31/21	UT
Naphthalene	01/01/18	01/31/21	UT
Napropamide	01/01/18	01/31/21	UT
Phenanthrene	01/01/18	01/31/21	UT
Propachlor (Ramrod)	01/01/18	01/31/21	UT
Pyrene	01/01/18	01/31/21	UT
Simazine	01/01/18	01/31/21	UT
Terbacil	09/04/18	01/31/21	UT
Thiobencarb	01/01/18	01/31/21	UT
Trifluralin (Treflan)	01/01/18	01/31/21	UT

Method EPA 531.2

3-Hydroxycarbofuran	01/01/18	01/31/21	UT
Aldicarb (Temik)	01/01/18	01/31/21	UT
Aldicarb sulfone	01/01/18	01/31/21	UT
Aldicarb sulfoxide	01/01/18	01/31/21	UT
Carbaryl (Sevin)	01/01/18	01/31/21	UT
Carbofuran (Furaden)	01/01/18	01/31/21	UT
Methiocarb (Mesuro)	01/01/18	01/31/21	UT
Methomyl (Lannate)	01/01/18	01/31/21	UT
Oxamyl	01/01/18	01/31/21	UT
Propoxur (Baygon)	01/01/18	01/31/21	UT

Method EPA 533

11-Chloroeicosafuoro-3-oxaundecane-1-sulfonic acid (11-Cl-PF3OUdS)	02/25/20	01/31/21	UT
1H, 1H, 2H, 2H-Perfluorodecanesulfonic acid (8:2 FTS)	02/25/20	01/31/21	UT
1H, 1H, 2H, 2H-Perfluorohexanesulfonic acid (4:2 FTS)	02/25/20	01/31/21	UT
1H, 1H, 2H, 2H-Perfluorooctanesulfonic acid (6:2 FTS)	02/25/20	01/31/21	UT
4,8-Dioxa-3H-perfluorononanoic acid (DONA)	02/25/20	01/31/21	UT
9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9-Cl-PF3ONS)	02/25/20	01/31/21	UT
Hexafluoropropyleneoxide dimer acid (HFPO-DA)(GenX)	02/25/20	01/31/21	UT
Nonfluoro-3,6-dioxaheptanoic acid (NFDHA)	02/25/20	01/31/21	UT
Perfluoro(2-ethoxyethane) sulfonic acid (PFEEESA)	02/25/20	01/31/21	UT
Perfluoro-3-methoxypropanoic acid (PFMPA)	02/25/20	01/31/21	UT
Perfluoro-4-methoxybutanoic acid (PFMBA)	02/25/20	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Chemical Name	Start Date	Expires	AB
Perfluorobutane sulfonic acid (PFBS)	02/25/20	01/31/21	UT
Perfluorobutanoic acid (PFBA)	02/25/20	01/31/21	UT
Perfluorodecanoic acid (PFDA)	02/25/20	01/31/21	UT
Perfluorododecanoic acid (PFDOA)	02/25/20	01/31/21	UT
Perfluoroheptane sulfonic acid (PFHpS)	02/25/20	01/31/21	UT
Perfluoroheptanoic acid (PFHpA)	02/25/20	01/31/21	UT
Perfluorohexane sulfonic acid (PFHxS)	02/25/20	01/31/21	UT
Perfluorohexanoic acid (PFHxA)	02/25/20	01/31/21	UT
Perfluorononanoic acid (PFNA)	02/25/20	01/31/21	UT
Perfluorooctane sulfonic acid (PFOS)	02/25/20	01/31/21	UT
Perfluorooctanoic acid (PFOA)	02/25/20	01/31/21	UT
Perfluoropentane sulfonic acid (PFPeS)	02/25/20	01/31/21	UT
Perfluoropentanoic acid (PFPeA)	02/25/20	01/31/21	UT
Perfluoroundecanoic acid (PFUnDA)	02/25/20	01/31/21	UT

Method EPA 537

Chemical Name	Start Date	Expires	AB
Perfluorobutane sulfonate (PFBS)	01/01/18	01/31/21	UT
Perfluorobutanoic acid (PFBA)	01/01/18	01/31/21	UT
Perfluorodecanoic acid (PFDA)	01/01/18	01/31/21	UT
Perfluorododecanoic acid (PFDOA)	01/01/18	01/31/21	UT
Perfluoroheptanoic acid (PFHpA)	01/01/18	01/31/21	UT
Perfluorohexane sulfonate (PFHXxS)	01/01/18	01/31/21	UT
Perfluorohexanoic acid (PFHxA)	01/01/18	01/31/21	UT
Perfluorononanoic acid (PFNA)	01/01/18	01/31/21	UT
Perfluorooctane sulfonate (PFOS)	01/01/18	01/31/21	UT
Perfluorooctanoic acid (PFOA)	01/01/18	01/31/21	UT
Perfluoropentanoic acid (PFPeA)	01/01/18	01/31/21	UT
Perfluorotetradecanoic acid (PFTDA)	01/01/18	01/31/21	UT
Perfluorotridecanoic acid (PFTrDA)	01/01/18	01/31/21	UT
Perfluoroundecanoic acid (PFUnDA)	01/01/18	01/31/21	UT

Method EPA 537.1

Chemical Name	Start Date	Expires	AB
11-Chloroeicosafuoro-3-oxaundecane-1-sulfonic acid (11-Cl-PF3OUdS)	09/19/19	01/31/21	UT
4,8-Dioxa-3H-perfluorononanoic acid (DONA)	06/01/19	01/31/21	UT
9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9-Cl-PF3ONS)	06/01/19	01/31/21	UT
Hexafluoropropyleneoxide dimer acid (HFPO-DA)(GenX)	06/01/19	01/31/21	UT
N-Ethylperfluorooctane sulfonamido acetic acid (NEtFOSAA)	06/01/19	01/31/21	UT
N-Methylperfluorooctane sulfonamido acetic acid (NMeFOSAA)	06/01/19	01/31/21	UT
Perfluorobutane sulfonic acid (PFBS)	06/01/19	01/31/21	UT
Perfluorodecanoic acid (PFDA)	06/01/19	01/31/21	UT
Perfluorododecanoic acid (PFDOA)	06/01/19	01/31/21	UT
Perfluoroheptanoic acid (PFHpA)	06/01/19	01/31/21	UT
Perfluorohexane sulfonic acid (PFHxS)	06/01/19	01/31/21	UT
Perfluorohexanoic acid (PFHxA)	06/01/19	01/31/21	UT
Perfluorononanoic acid (PFNA)	06/01/19	01/31/21	UT
Perfluorooctane sulfonic acid (PFOS)	06/01/19	01/31/21	UT
Perfluorooctanoic acid (PFOA)	06/01/19	01/31/21	UT
Perfluorotetradecanoic acid (PFTDA)	06/01/19	01/31/21	UT
Perfluorotridecanoic acid (PFTrDA)	06/01/19	01/31/21	UT
Perfluoroundecanoic acid (PFUnDA)	06/01/19	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)**Method EPA 545**

Method	Start Date	Expires	AB
Anatoxin-a	09/04/18	01/31/21	UT
Cylindrospermopsin	09/04/18	01/31/21	UT

Method EPA 546

Microcystin-LA (MC-LA)	01/06/20	01/31/21	UT
Microcystin-LF (MC-LF)	01/06/20	01/31/21	UT
Microcystin-LR (MC-LR)	01/06/20	01/31/21	UT
Microcystin-YR (MC-LY)	01/06/20	01/31/21	UT
Microcystin-YR (MC-RR)	01/06/20	01/31/21	UT
Microcystin-YR (MC-YR)	01/06/20	01/31/21	UT
Nodularin-R (NOD)	01/06/20	01/31/21	UT

Method EPA 547

Glyphosate	01/01/18	01/31/21	UT
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Method EPA 548.1

Endothall	01/01/18	01/31/21	UT
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Method EPA 549.2

Diquat	01/01/18	01/31/21	UT
Paraquat	01/01/18	01/31/21	UT

Method EPA 551.1

1,1,1-Trichloro-2-propanone	01/01/18	01/31/21	UT
1,1-Dichloro-2-propanone	01/01/18	01/31/21	UT
1,2-Dibromo-3-chloropropane (DBCP)	01/01/18	01/31/21	UT
1,2-Dibromoethane (EDB, Ethylene dibromide)	01/01/18	01/31/21	UT
Bromochloroacetonitrile	01/01/18	01/31/21	UT
Bromodichloromethane	01/01/18	01/31/21	UT
Bromoform	01/01/18	01/31/21	UT
Chloral hydrate	01/01/18	01/31/21	UT
Chlorodibromomethane	01/01/18	01/31/21	UT
Chloroform	01/01/18	01/31/21	UT
Chloropicrin	01/01/18	01/31/21	UT
Dibromoacetonitrile	01/01/18	01/31/21	UT
Dichloroacetonitrile	01/01/18	01/31/21	UT
Total trihalomethanes	01/01/18	01/31/21	UT
Trichloroacetonitrile	01/01/18	01/31/21	UT

Method EPA 552.3

Bromoacetic acid	01/01/18	01/31/21	UT
Bromochloroacetic acid	01/01/18	01/31/21	UT
Bromodichloroacetic acid(BDCAA)	01/01/18	01/31/21	UT
Chloroacetic acid	01/01/18	01/31/21	UT
Chlorodibromoacetic acid(CDBAA)	01/01/18	01/31/21	UT
Dalapon	01/01/18	01/31/21	UT
Dibromoacetic acid	01/01/18	01/31/21	UT
Dichloroacetic acid	01/01/18	01/31/21	UT
Total haloacetic acids	01/01/18	01/31/21	UT
Tribromoacetic acid (TBAA)	01/01/18	01/31/21	UT
Trichloroacetic acid	01/01/18	01/31/21	UT

Method EPA 900.0

Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

	Start Date	Expires	AB
Gross-alpha	01/01/18	01/31/21	UT
Gross-beta	01/01/18	01/31/21	UT

Method Eurofins Eaton Analytical - Nitrosamines in Drinking Water by GC/MS/MS

n-Nitrosodiethylamine	08/12/19	01/31/21	UT
n-Nitrosodimethylamine	08/12/19	01/31/21	UT
n-Nitroso-di-n-butylamine	08/12/19	01/31/21	UT
n-Nitrosodi-n-propylamine	08/12/19	01/31/21	UT
n-Nitrosomethylethylamine	08/12/19	01/31/21	UT
n-Nitrosomorpholine	08/12/19	01/31/21	UT
n-Nitrosopiperidine	08/12/19	01/31/21	UT
n-Nitrosopyrrolidine	08/12/19	01/31/21	UT

Method GA Tech Ra-226/228

Radium-226	01/01/18	01/31/21	UT
Radium-228	01/01/18	01/31/21	UT

Method Legionella pneumophila in water

Legionella pneumophila	09/04/18	01/31/21	UT
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Method Pseudalert® (MPN)

Pseudomonas aeruginosa	01/06/20	01/31/21	UT
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Method SM 2120 B-2011

Color	01/06/20	01/31/21	UT
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Method SM 2150 B-2011

Odor	01/01/18	01/31/21	UT
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Method SM 2320 B-2011

Alkalinity as CaCO ₃	01/01/18	01/31/21	UT
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Method SM 2330 B-2000

Corrosivity	01/01/18	01/31/21	UT
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Method SM 2340 B-2011

Total hardness as CaCO ₃	01/01/18	01/31/21	UT
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Method SM 2340 C-2011

Calcium hardness as CaCO ₃	02/04/20	01/31/21	UT
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Method SM 2510 B-2011

Conductivity	01/01/18	01/31/21	UT
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Method SM 2540 C-2011

Residue-filterable (TDS)	01/01/18	01/31/21	UT
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Method SM 4500-Cl G-2011

Free chlorine	01/01/18	01/31/21	UT
Total chlorine	10/29/18	01/31/21	UT
Total residual chlorine	01/01/18	01/31/21	UT

Method SM 4500-ClO₂ D

Chlorine dioxide	01/01/18	01/31/21	UT
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Method SM 4500-CN⁻ F

Cyanide	01/01/18	01/31/21	UT
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Method SM 4500-CN⁻ G

Cyanide	01/01/18	01/31/21	UT
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Eurofins Eaton Analytical, LLC - Monrovia

Start Date Expires AB

Program/Matrix: SDWA (Potable Water)

Method	Start Date	Expires	AB
Method SM 4500-F⁻ C-2011 Fluoride	01/06/20	01/31/21	UT
Method SM 4500-H+ B pH	01/01/18	01/31/21	UT
Method SM 4500-P E Orthophosphate as P	01/01/18	01/31/21	UT
Method SM 4500-SiO₂ C-2011 Silica as SiO ₂	01/01/18	01/31/21	UT
Method SM 5310 C-2011 Dissolved organic carbon (DOC)	01/01/18	01/31/21	UT
Total organic carbon	01/01/18	01/31/21	UT
Method SM 5540 C Surfactants - MBAS	01/01/18	01/31/21	UT
Method SM 5910 B UV 254	01/01/18	01/31/21	UT
Method SM 6251 B Bromoacetic acid	01/01/18	01/31/21	UT
Bromochloroacetic acid	01/01/18	01/31/21	UT
Chloroacetic acid	01/01/18	01/31/21	UT
Dibromoacetic acid	01/01/18	01/31/21	UT
Dichloroacetic acid	01/01/18	01/31/21	UT
Total haloacetic acids	01/01/18	01/31/21	UT
Trichloroacetic acid	01/01/18	01/31/21	UT
Method SM 7110 C (GPC) Gross-alpha	01/01/18	01/31/21	UT
Method SM 7500-Rn B Radon-222	01/01/18	01/31/21	UT
Method SM 9215 B (PCA)-2004 Heterotrophic plate count	01/01/18	01/31/21	UT
Method SM 9221 B (LTB) + C MPN Total coliforms	01/01/18	01/31/21	UT
Method SM 9221 B-2001 Total coliforms	01/01/18	01/31/21	UT
Method SM 9221 E (EC)-2006 Escherichia coli	01/06/20	01/31/21	UT
Fecal coliforms	02/04/20	01/31/21	UT
Total coliforms	01/06/20	01/31/21	UT
Method SM 9221 F (EC MUG) Escherichia coli	01/01/18	01/31/21	UT
Method SM 9223 B (Colilert® Quanti-Tray®) Escherichia coli	01/01/18	01/31/21	UT
Total coliforms	01/01/18	01/31/21	UT
Method SM 9223 B (Colilert®) Escherichia coli	01/01/18	01/31/21	UT

Eurofins Eaton Analytical, LLC - Monrovia

Start Date	Expires	AB
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Program/Matrix: SDWA (Potable Water)

Total coliforms	01/01/18	01/31/21	UT
Method SM 9223 B (Colilert®-18 Quanti-Tray®)			
Escherichia coli	01/01/18	01/31/21	UT
Total coliforms	01/01/18	01/31/21	UT
Method SM 9223 B (Colilert®-18)			
Escherichia coli	01/01/18	01/31/21	UT
Total coliforms	01/01/18	01/31/21	UT
Method SM 9223 B (Colisure®)			
Escherichia coli	01/01/18	01/31/21	UT
Total coliforms	01/01/18	01/31/21	UT
Method SM 9223 B-2004			
Escherichia coli	01/06/20	01/31/21	UT
Total coliforms	01/06/20	01/31/21	UT
Method SM 9230 B (NaCl)			
Enterococci	01/01/18	01/31/21	UT
Method SM 9230 B (PSE)			
Fecal streptococci	01/01/18	01/31/21	UT

The Utah Environmental Laboratory Certification Program (ELCP) encourages clients and data users to verify the most current certification letter for the authorized method.

The analytes by method which a laboratory is authorized to perform at any given time will be those indicated in the most recent certificate letter. The most recent certification letter supersedes all previous certification or authorization letters. It is the certified laboratory's responsibility to review this letter for discrepancies. The certified laboratory must document any discrepancies in this letter and send notice to this bureau within 15 days of receipt. This certificate letter will be recalled in the event your laboratory's certification is revoked.



ARIZONA DEPARTMENT
OF HEALTH SERVICES

ENVIRONMENTAL LABORATORY LICENSE

Issued to:

Laboratory Director: Fred Haley

Owner/Representative: John Cosgrove

Eurofins Eaton Analytical, LLC - Monrovia
AZ0778

is in compliance with Environmental Laboratory's applicable standards for the State of Arizona and maintains on file a List of Parameters for which the laboratory is certified to perform analysis.

PERIOD OF LICENSURE FROM: 12/15/2019 TO: 12/15/2020



A handwritten signature in black ink, appearing to read "S. Baker".

Steven D. Baker, Chief
Office of Laboratory Licensure & Certification
Bureau of State Laboratory Services

Arizona Department Of Health Services Office of Laboratory Licensure and Certification

250 N.17th Avenue, Phoenix, Arizona 85007-3246

SDW

Parameter	EPA Method	Certified On
DETERMINATION OF SELECTED PERFLUORINATED ALKYL ACIDS (LC/MS/MS)	EPA 537.1	4/12/2019 10:27:07 AM
1, 4-DIOXANE BY GC/MS	EPA 522	5/22/2012 12:00:00 AM
1-BUTANOL, 1,4-DIOXANE, 2-METHOXYETHANOL AND 2-PROPEN-1-OL (SPE-GC/MS)	EPA 541	10/31/2018 3:33:42 PM
ACETANILIDE PARENT COMPOUND - ADDITIONAL	EPA 525.2 (2.0)	8/20/2009 12:00:00 AM
ALKALINITY	SM 2320B (2011)	4/6/1996 12:00:00 AM
ALUMINUM	EPA 200.7 (4.4)	9/30/1996 12:00:00 AM
ALUMINUM	EPA 200.8 (5.4)	11/17/1995 12:00:00 AM
ANTIMONY	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
ARSENIC	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
ASBESTOS	EPA 100.2 (6/94)	12/26/2019 10:28:24 AM
BARIUM	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
BARIUM	EPA 200.8 (5.4)	12/21/1994 12:00:00 AM
BERYLLIUM	EPA 200.7 (4.4)	1/10/1994 12:00:00 AM
BERYLLIUM	EPA 200.8 (5.4)	11/17/1995 12:00:00 AM
BROMATE	EPA 300.1 (1.0)	6/5/2001 12:00:00 AM
BROMATE	EPA 317.0 (2.0)	11/6/2006 12:00:00 AM
BROMIDE	EPA 300.0 (2.1)	4/20/2003 12:00:00 AM
BROMIDE	EPA 300.1 (1.0)	11/16/2001 12:00:00 AM
CADMIUM	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
CADMIUM	EPA 200.8 (5.4)	12/21/1994 12:00:00 AM
CALCIUM	EPA 200.7 (4.4)	9/26/1994 12:00:00 AM
CARBAMATES BY HPLC/POST COLUMN	EPA 531.2 (1.0)	8/14/2003 12:00:00 AM
CARBAMATES BY HPLC/POST COLUMN - ADDITIONAL	EPA 531.2 (1.0)	8/14/2003 12:00:00 AM
CARBON, DISSOLVED ORGANIC	SM 5310C (2011)	10/23/2008 12:00:00 AM
CARBON, TOTAL ORGANIC	SM 5310C (2011)	3/24/1999 12:00:00 AM
CHLORAMINE	SM 4500-CL G (2011)	9/22/2003 12:00:00 AM

SDW

Parameter	EPA Method	Certified On
CHLORATE	EPA 300.1 (1.0)	5/29/2012 12:00:00 AM
CHLORIDE	EPA 300.0 (2.1)	11/24/1993 12:00:00 AM
CHLORINATED ACIDS AND DALAPON BY GC-ECD	EPA 515.4 (1.0)	8/14/2003 12:00:00 AM
CHLORINATED ACIDS AND DALAPON BY GC-ECD ADDITIONAL	EPA 515.4 (1.0)	10/23/2008 12:00:00 AM
CHLORINATED ACIDS BY HPLC/PDA/UV	EPA 555 (1.0)	2/21/2017 1:36:30 PM
CHLORINATED ACIDS BY HPLC/PDA/UV - ADDITIONAL	EPA 555 (1.0)	2/21/2017 1:36:31 PM
CHLORINE DIOXIDE	CHLORDIO X PLUS	12/19/2019 12:35:55 PM
CHLORINE, TOTAL RESIDUAL AND FREE	SM 4500-CL G (2011)	4/6/1996 12:00:00 AM
CHLORITE	EPA 300.0 (2.1)	12/19/2019 12:33:29 PM
CHROMIUM TOTAL	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
CHROMIUM TOTAL	EPA 200.8 (5.4)	11/17/1995 12:00:00 AM
CHROMIUM, HEXAVALENT BY IC	EPA 218.7 (1.0)	12/19/2019 12:26:41 PM
COBALT	EPA 200.8 (5.4)	5/22/2012 12:00:00 AM
COLIFORMS, FECAL	SM 9221E (2006)	12/11/2002 12:00:00 AM
COLIFORMS, TOTAL AND E.COLI, BY COLILERT (ONPG-MUG)	SM 9223B (2004) AND IDEXX	4/2/1998 12:00:00 AM
COLIFORMS, TOTAL, AND E.COLI, BY COLISURE	SM 9223B (2004) AND IDEXX	12/31/2018 8:37:09 AM
COLOR	SM 2120B (2011)	7/20/1997 12:00:00 AM
COPPER	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
COPPER	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
CORROSIVITY	SM 2330B (2010)	8/16/1993 12:00:00 AM
CYANIDE	EPA 335.4 (1.0)	7/15/1996 12:00:00 AM
CYANIDE	SM 4500 CN F (2011)	4/6/1996 12:00:00 AM
CYANIDE	SM 4500 CN B (2011)	4/6/2096 12:00:00 AM
CYANIDE	SM 4500 CN C (2011)	4/6/2096 12:00:00 AM
CYANIDE, AVAILABLE/AMENABLE	SM 4500-CN G (2011)	12/11/2002 12:00:00 AM
CYLINDROSPERMOPSIN AND ANATOXIN-A (LC/ESI-MS/MS)	EPA 545	10/31/2018 3:39:54 PM
DBP BY MICRO-LIQUID EXTRACTION/GC-ECD	SM 6251B (1994)	12/14/2098 12:00:00 AM
DBP, SOLVENTS AND PESTICIDES	EPA 551.1 (1.0)	10/25/2004 12:00:00 AM

SDW

Parameter	EPA Method	Certified On
DBP,SOLVENTS & PESTICIDES - ADDITIONAL	EPA 551.1 (1.0)	10/23/2008 12:00:00 AM
DETERMINATION OF PER - AND PFAS (ESPE / LCMS)	EPA 533	3/18/2020 11:46:15 AM
DETERMINATION OF SELECT SEMIVOLATILE ORGANIC CHEMICALS IN DRINKING WATER BY SPE / GC-MS	EPA 530	11/14/2018 2:00:34 PM
DETERMINATION OF SELECTED PERFLUORINATED ALKYL ACIDS (LC/MS/MS)	EPA 537	5/22/2012 12:00:00 AM
DETERMINATION OF SEMIVOLATILE ORGANIC CHEMICALS IN DRINKING WATER BY SPE / CAPILLARY COLUMN / GC -MS	EPA 525.3	11/14/2018 2:00:00 PM
DIOXIN	EPA 1613 REV B (10/94)	5/7/2010 12:00:00 AM
DIQUAT	EPA 549.2 (1.0)	2/20/2001 12:00:00 AM
EDB/DBCP	EPA 504.1 (1.1)	11/12/1996 12:00:00 AM
ENDOTHALL	EPA 548.1 (1.0)	12/21/1994 12:00:00 AM
FLUORIDE	SM 4500-F C (2011)	7/15/1996 12:00:00 AM
GLYPHOSATE	EPA 547 (7/90)	11/24/1993 12:00:00 AM
GROSS ALPHA	SM 7110C (2011)	9/9/2014 12:00:00 AM
GROSS ALPHA	EPA 900.0	12/16/2019 3:26:33 PM
GROSS ALPHA AND BETA	EPA 900.0	10/27/2003 12:00:00 AM
HALOACETIC ACIDS & DALAPON	EPA 552.3 (1.0)	12/11/2017 11:05:51 AM
HARDNESS	SM 2340 B (2011), CA AND MG	11/24/1993 12:00:00 AM
HARDNESS	EPA 200.7 (4.4), CA AND MG	10/25/2004 12:00:00 AM
HETEROTROPHIC PLATE COUNT	SM 9215B (2004)	9/2/2003 12:00:00 AM
HORMONES BY LC/MS/MS	EPA 539	5/22/2012 12:00:00 AM
HYDROGEN ION (pH)	SM 4500-H B (2011)	11/30/1997 12:00:00 AM
HYDROGEN ION (pH)	EPA 150.1	8/16/1993 12:00:00 AM
IRON	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
LEAD	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
MAGNESIUM	EPA 200.7 (4.4)	9/26/1994 12:00:00 AM
MANGANESE	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
MANGANESE	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
MERCURY	EPA 200.8 (5.4)	12/31/2018 8:37:09 AM
METHYLENE BLUE ACTIVE SUBSTANCES	5540 C (2011)	12/31/2018 8:37:09 AM

SDW

Parameter	EPA Method	Certified On
MICROCYSTINS AND NODULARIN (SPE AND LC/MS/MS)	EPA 544	10/31/2018 3:35:00 PM
MOLYBDENUM	EPA 200.8 (5.4)	5/22/2012 12:00:00 AM
NICKEL	EPA 200.7 (4.4)	1/10/1994 12:00:00 AM
NICKEL	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
NITRATE	EPA 300.0 (2.1)	11/24/1993 12:00:00 AM
NITRATE	EPA 353.2 (2.0)	4/2/1998 12:00:00 AM
NITRITE	EPA 300.0 (2.1)	1/10/1994 12:00:00 AM
NITRITE	EPA 353.2 (2.0)	12/11/2002 12:00:00 AM
NITROSAMINES BY MS/MS - ADDITIONAL	EPA 521 (1.0)	8/20/2009 12:00:00 AM
ODOR	SM 2150B (2011)	10/29/2003 12:00:00 AM
ORGANICS BY GC/MS	EPA 525.2 (2.0)	2/22/2006 12:00:00 AM
ORGANICS BY GC/MS - ADDITIONAL	EPA 525.2 (2.0)	12/5/2006 12:00:00 AM
ORTHOPHOSPHATE	EPA 365.1 (2.0)	11/17/1995 12:00:00 AM
ORTHOPHOSPHATE	SM 4500-P E (2011)	4/6/1996 12:00:00 AM
ORTHOPHOSPHATE	SM 4500-P F (2011)	3/20/2008 12:00:00 AM
PARAQUAT	EPA 549.2 (1.0)	2/2/2001 12:00:00 AM
PERCHLORATE	EPA 314.0	3/30/2001 12:00:00 AM
PERCHLORATE	EPA 331.0	10/23/2008 12:00:00 AM
PESTICIDES AND PCBS BY GC	EPA 505 (2.1)	4/3/2003 12:00:00 AM
PESTICIDES AND PCBS BY GC - ADDITIONAL	EPA 505 (2.1)	10/23/2008 12:00:00 AM
RADIUM 226	RADIUM 226	12/31/2018 8:37:09 AM
RADIUM 228	R-228	12/31/2018 8:37:09 AM
RADON	SM 7500-RN B	2/22/2019 1:27:57 PM
RESIDUE, FILTERABLE (TDS)	SM 2540 C (2011)	4/6/1996 12:00:00 AM
SELENIUM	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
SILICA	EPA 200.7 (4.4)	11/17/1995 12:00:00 AM
SILICA	SM 4500-SIO2C (2011)	3/24/2008 12:00:00 AM
SILVER	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
SILVER	EPA 200.8 (5.4)	11/17/1995 12:00:00 AM
SODIUM	EPA 200.7 (4.4)	9/26/1994 12:00:00 AM

SDW

Parameter	EPA Method	Certified On
SPECIFIC CONDUCTANCE	SM 2510B(2011)	4/6/1996 12:00:00 AM
STRONTIUM	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
STRONTIUM	EPA 200.8 (5.4)	5/22/2012 12:00:00 AM
SULFATE	EPA 300.0(2.1)	11/24/1993 12:00:00 AM
THALLIUM	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM
TOTAL COLIFORMS BY MTF	SM 9221B & C	12/23/1997 12:00:00 AM
TOTAL MICROCYSTINS AND NODULARINS (AELIA)	EPA 546	10/31/2018 3:39:55 PM
TURBIDITY, NEPHELOMETRIC (NTU)	EPA 180.1 (2.0)	2/10/1998 12:00:00 AM
URANIUM	EPA 200.8 (5.4)	9/8/2004 12:00:00 AM
UV - ABSORPTION AT 254 NM	SM 5910B (2011)	7/10/1999 12:00:00 AM
VANADIUM	EPA 200.8 (5.4)	5/22/2012 12:00:00 AM
VOCS BY GC/MS	EPA 524.2 (4.1)	1/15/2003 12:00:00 AM
VOCS BY GC/MS-ADDITIONAL	EPA 524.2 (4.1)	10/23/2008 12:00:00 AM
ZINC	EPA 200.7 (4.4)	11/24/1993 12:00:00 AM
ZINC	EPA 200.8 (5.4)	12/19/1994 12:00:00 AM

Total Count: 127

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Parameter	EPA Method	Certified On
ESCHERICHIA COLI BY COLILERT MPN, IN CONJUNCTION WITH SM 9221B AND 9221C	SM 9223B (2004)	12/19/2019 12:27:48 PM
ALKALINITY, TOTAL	SM 2320B (2011)	4/2/1998 12:00:00 AM
ALPHA- TOTAL PCI PER LITER	EPA 900.0	10/18/1999 12:00:00 AM
ALUMINUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
ALUMINUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
AMMONIA	EPA 350.1 (2.0)	12/23/1997 12:00:00 AM
ANTIMONY	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
ANTIMONY	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
ARSENIC	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
BARIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
BARIUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
BERYLLIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
BERYLLIUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM

3/18/2020 11:52:28 AM

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WW

Parameter	EPA Method	Certified On
BETA-TOTAL PCI PER LITER	EPA 900.0	10/18/1999 12:00:00 AM
BIOCHEMICAL OXYGEN DEMAND/CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND	SM 5210B (2011)	11/30/1997 12:00:00 AM
BORON	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
BROMIDE	EPA 300.0 (2.1)	4/2/1998 12:00:00 AM
CADMIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
CADMIUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
CALCIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
CARBON, TOTAL ORGANIC (TOC)	SM 5310 C (2011)	4/2/1998 12:00:00 AM
CHEMICAL OXYGEN DEMAND	EPA 410.4 (2.0)	12/23/1997 12:00:00 AM
CHEMICAL OXYGEN DEMAND	SM 5220 D (2011)	10/27/2003 12:00:00 AM
CHLORIDE	EPA 300.0 (2.1)	4/2/1998 12:00:00 AM
CHLORINE TOTAL RESIDUAL	SM 4500-CL G (2011)	4/2/1998 12:00:00 AM
CHLORINE, FREE	HACH 8021	10/23/2008 12:00:00 AM
CHROMIUM TOTAL	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
CHROMIUM TOTAL	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
CHROMIUM(VI) HEXAVALENT	SM 3500-CR B (2011)	12/11/2017 11:05:51 AM
CHROMIUM, HEXAVALENT	EPA 218.6 (3.3)	11/20/2007 12:00:00 AM
COBALT	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
COBALT	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
COLIFORMS, TOTAL, BY MTF	SM 9221B (2006)	4/2/1998 12:00:00 AM
COLOR	SM 2120 B (2011)	7/20/1997 12:00:00 AM
COPPER	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
COPPER	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
CYANIDE, AVAILABLE	4500-CN G (2011)	12/31/2018 8:37:09 AM
CYANIDE, TOTAL	SM 4500CN-F (2011)	10/16/2007 12:00:00 AM
CYANIDE, TOTAL	EPA 335.4 (1.0)	10/16/2007 12:00:00 AM
FLUORIDE	SM 4500-F C (2011)	12/23/1997 12:00:00 AM
FLUORIDE	SM 4500-F B (2011)	12/23/2097 12:00:00 AM
HARDNESS	SM 2340B (2011)	4/2/2098 12:00:00 AM
HARDNESS	EPA 200.7 (4.4)	10/23/2008 12:00:00 AM

WW

Parameter	EPA Method	Certified On
HYDROGEN ION (pH)	SM 4500-H B (2011)	3/10/1998 12:00:00 AM
IRON	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
KJELDAHL, TOTAL NITROGEN	EPA 351.2 (2.0)	11/30/2097 12:00:00 AM
LEAD	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
LEAD	EPA 200.7 (4.4)	12/19/2019 12:37:05 PM
MAGNESIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
MANGANESE	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
MANGANESE	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
METHYLENE BLUE ACTIVE SUBSTANCES	SM 5540C (2011)	7/10/1999 12:00:00 AM
MOLYBDENUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
MOLYBDENUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
NICKEL	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
NICKEL	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
NITRATE	EPA 300.0 (2.1)	4/2/1998 12:00:00 AM
NITRATE-NITRITE (AS N)	EPA 353.2 (2.0)	12/23/1997 12:00:00 AM
NITRITE (AS N)	EPA 300.0 (2.1)	4/2/1998 12:00:00 AM
NITRITE (AS N)	EPA 353.2 (2.0)	10/16/2007 12:00:00 AM
ORTHOPHOSPHATE	SM 4500-P E (2011)	11/20/2007 12:00:00 AM
ORTHOPHOSPHATE	EPA 365.1 (2.0)	3/20/2008 12:00:00 AM
ORTHOPHOSPHATE	SM 4500-P F (2011)	3/20/2008 12:00:00 AM
OXYGEN, DISSOLVED	SM 4500-O G (2011)	10/25/2004 12:00:00 AM
PHENOLS	EPA 420.1 (1978)	12/11/2002 12:00:00 AM
PHENOLS	EPA 420.4 (1.0)	12/11/2017 11:05:51 AM
PHOSPHORUS, TOTAL	EPA 365.1 (2.0)	4/26/1999 12:00:00 AM
PHOSPHORUS, TOTAL	SM 4500-P F (2011)	1/16/1999 12:00:00 AM
PHOSPHORUS, TOTAL	SM 4500-P E (2011)	10/25/2004 12:00:00 AM
POTASSIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
RESIDUE NONFILTERABLE (TSS)	SM 2540D (2011)	11/30/1997 12:00:00 AM
RESIDUE TOTAL	SM 2540B (2011)	12/5/2006 12:00:00 AM
RESIDUE VOLATILE	EPA 160.4 (1971)	10/27/2003 12:00:00 AM
RESIDUE VOLATILE	SM 2540E (2011)	12/11/2017 11:05:51 AM

WW

Parameter	EPA Method	Certified On
RESIDUE, FILTERABLE	SM 2540C (2011)	12/23/1997 12:00:00 AM
RESIDUE, SETTLEABLE SOLIDS	SM 2540F (2011)	12/11/2002 12:00:00 AM
SELENIUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
SILICA, DISSOLVED	EPA 200.7 (4.4)	9/2/2003 12:00:00 AM
SILICA, DISSOLVED	SM 4500-SIO2C (2011)	10/23/2008 12:00:00 AM
SILVER	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
SILVER	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
SODIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
SPECIFIC CONDUCTANCE	SM 2510B (2011)	12/23/1997 12:00:00 AM
SPECIFIC CONDUCTANCE	EPA 120.1 (1982)	12/11/2002 12:00:00 AM
STRONTIUM	EPA 200.7 (4.4)	11/17/1995 12:00:00 AM
SULFATE	EPA 300.0 (2.1)	4/2/1998 12:00:00 AM
SULFIDE	SM 4500-S2- D (2011)	12/5/2006 12:00:00 AM
THALLIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
THALLIUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
TIN	EPA 200.7 (4.4)	10/18/1999 12:00:00 AM
TIN	EPA 200.8 (5.4)	10/23/2008 12:00:00 AM
TITANIUM	EPA 200.7 (4.4)	10/23/2008 12:00:00 AM
TITANIUM	EPA 200.8 (5.4)	10/23/2008 12:00:00 AM
TURBIDITY, NTU	EPA 180.1 (2.0)	2/8/1998 12:00:00 AM
VANADIUM	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
VANADIUM	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM
ZINC	EPA 200.7 (4.4)	4/2/1998 12:00:00 AM
ZINC	EPA 200.8 (5.4)	4/2/1998 12:00:00 AM

Total Count: 98

Instrument

Instrument	Instrument Code	Quantity	Certified On
GAS CHROMATOGRAPH	GC	16	10/10/2016 3:48:13 PM
COUNTERS FOR RADIOACTIVITY	COUNT	6	11/29/2018 3:08:50 PM
GAS CHROMATOGRAPH/MASS SPECTROMETER	GC/MS	23	11/29/2018 3:08:50 PM

Instrument

Instrument	Instrument Code	Quantity	Certified On
HIGH PERFORMANCE LIQUID CHROMATOGRAPH	HPLC	6	10/7/2019 1:36:06 PM
AUTOMATED AUTOANALYZER	AUTOANALYZER	7	10/7/2019 1:36:06 PM
INDUCTIVELY COUPLED PLASMA/MASS SPECTROMETER	ICP/MS	3	10/7/2019 1:36:06 PM
ION CHROMATOGRAPH	IC	11	10/7/2019 1:36:06 PM
HIGH PERFORMANCE LIQUID CHROMATOGRAPH/MASS SPEC	HPLC/MS	7	10/7/2019 1:36:06 PM
INDUCTIVELY COUPLED PLASMA SPECTROMETER	ICP	1	10/7/2019 1:36:06 PM

Total Count: 9


Software

Software Code	Certified On
CHEMSTATION - GC/MS	8/7/2012 2:18:48 PM
CHROMELEON (DIONEX) - IC	8/7/2012 2:18:48 PM
PERKIN ELMER - ICP	8/7/2012 2:18:48 PM
CHROMELEON - GC	8/7/2012 2:18:48 PM
CHROMELEON - HPLC	8/7/2012 2:18:48 PM
PERKIN ELMER - MA	12/11/2017 11:05:51 AM
MassLynx	12/11/2017 11:05:51 AM
Varian - Workstation	12/11/2017 11:05:51 AM
Thermo - TraceFinder	12/11/2017 11:05:51 AM
Analyst	12/11/2017 11:05:51 AM
Multiquant	12/11/2017 11:05:51 AM
Metrohm - Tiamo	12/11/2017 11:05:51 AM
Mitsubishi - TOX-100 Pro	12/11/2017 11:05:51 AM
GE Analytical Data-5310C	12/11/2017 11:05:51 AM
GE Analytical Data Pro-2	12/11/2017 11:05:51 AM
Seal AQ-2	12/11/2017 11:05:51 AM
ESI SC	12/11/2017 11:05:51 AM
OI - Winflow	12/13/2016 12:46:50 PM
AGILENT MASS HUNTER - ICP/MS	12/13/2016 12:46:50 PM
PERKIN ELMER - ICP/MS	12/13/2016 12:46:50 PM

Software

Software Code	Certified On
CANNBERRA - COUNTER FOR RADIOACTIVITY	12/13/2016 12:46:50 PM
OMNION (LCHAT) - AUTO ANALYZER	12/13/2016 12:46:50 PM
FIMS - MA	12/13/2016 12:46:50 PM
OTHER - HPLC/MS	12/13/2016 12:46:50 PM

Total Count: 24

	<h2 style="text-align: center;">State of South Carolina</h2> <p style="text-align: center;">Request for Quote</p>	Solicitation:	5400019500
		Date Issued:	March 12, 2020
		Procurement Officer:	E. Madison Winslow <i>E. Madison Winslow</i>
		Phone:	803-898-3487
		E-Mail Address:	winsloem@dhec.sc.gov

DESCRIPTION: EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

USING GOVERNMENTAL UNIT: South Carolina Department of Health and Environmental Control

The Term "Offer" Means Your "Bid" or "Proposal". See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR OFFER ONLINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>
(See Page 3 and 4 for Instructions)
By e-mail to winsloem@dhec.sc.gov

SUBMIT OFFER BY (Opening Date/Time): March 27, 2020/2:30 pm ET (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: March 19, 2020/2:30 pm ET (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: See Page 3 for Instructions

CONFERENCE TYPE: N/A DATE & TIME: N/A <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on March 30, 2020 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
---	--

AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
---	--------------------

TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
---	--

PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>
--	--

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____</p> <p>E-mail Address</p>
---	--

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

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
---	-----------------------------	-----------------------------	-----------------------------	-------------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

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

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ON LINE

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a SCEIS vendor user ID and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “**Notes and Attachments**” tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION OR BIDDING PROBLEMS SHOULD CONTACT:

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

Monday – Friday 8:00 AM – 4:30 PM

Offeror instructions can be found at:

<http://procurement.sc.gov/vendor/submitting-offers>

NOTICE

- To submit bids vendors must use Internet Explorer 8, 9 or 10, which is compatible with SAP. Other browsers such as Internet Explorer 11, Google Chrome, or Mozilla Firefox will not function properly and may prohibit bid submissions.
- **It will be the responsibility of each bidder to ensure that their response was submitted properly. The Response Status must indicate 'Submitted'. If the response is in a 'HELD' or 'SAVED' status, you MUST go back in the system and submit the response before it can be 'ACCEPTED' by the State.**
- Bidders are encouraged to review the 'Simulation for Bid Creation' before trying to submit their response.
- Electronic bid submission (SRM Login) – <https://vendorportal.sc.gov/irj/portal>
- Submitting Confidential Data - <https://procurement.sc.gov/legal/general-info>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S.C. 29201

Opening/Physical Address:

SCDHEC – Division of Procurement Services
Bureau of Business Management
Columbia Mills Building – 4th Floor
301 Gervais Street
Columbia, S.C. 29201

Please call the procurement officer listed on the cover page or call information at (803) 898-3501 prior to delivery of a bid.

1. Offerors shall submit one (1) copy.
2. The solicitation number and opening date must appear on the package exterior
3. Offerors may e-mail offer to winsloem@dhec.sc.gov (procurement officer listed on cover page)

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

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

OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

STEP 1: Go back to the initial **'RFx and Auctions'** screen

The screenshot shows the SAP 'RFx and Auctions' screen. The main table lists various RFx events. The following table represents the data visible in the screenshot:

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response	Response Status	Event Version	Response Version	Q&A	Start Time	End time
540006906	Computer Replacement for SCGOV	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	00:00:00	14:00:00
540006905	Computer Room Upgrade Project	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	00:00:00	15:00:00
540006893	RAY44228 11/04/2013 09:46:49	Invitation For Bid	Published	11/06/2013			No Bid Created	1		0	00:00:00	11:00:00
540006807	Whiteboard Stand	Invitation For Bid	Published	11/15/2013		5500029632	Submitted			0	00:00:00	10:00:00
540006198	Computer Room Upgrade Project	Invitation For Bid	Published	11/05/2013			Submitted	8		0	00:00:00	17:00:00
540006771	Homemaker Services	Request for Proposal	Published	01/25/2014			No Bid Created	3		0	00:00:00	14:00:00
540006687	Web Site Design Project	Request for Proposal	Published	11/06/2013			No Bid Created	7		0	00:00:00	17:00:00
540006328	DSS FPB Technical Assistance & Support	Fixed Price Bid	Published	06/30/2018			No Bid Created	5		0	00:00:00	11:00:00
540006269	FPB TO PROVIDE MULTI-AGENCY COMMUNITY BA	Fixed Price Bid	Published	05/31/2014			No Bid Created	3		0	00:00:00	11:30:00
540006008	Xirus Network Products & Services	Fixed Price Bid	Published	08/19/2018			No Bid Created	3		0	00:00:00	14:30:00

STEP 2: Select the **'Refresh'** button to update the screen.

STEP 3: Make sure the RFx you responded to, has your specific bid response number **'55xxxxxxx'** displayed in the Response Number column and the Response Status column has a status of **'Submitted'** before you log off.

NOTE: You also have the ability to print out a copy of your submission by selecting the **'Print Preview'** button after your offer has been submitted.

The screenshot shows the 'Display RFx Response' dialog box with the following information:

RFx Response Number	RFx Number	Status
5500029632	5400006796	Submitted
RFx Response Version Number	Active Version	RFx Version Number
		8

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I. SCOPE OF SOLICITATION

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC) to solicit offers to provide Per- and Polyfluoroalkyl Substances (PFAS) Analysis, employing EPA Method 533, in accordance with requirements as stated herein.

Performance Time-Frame:

Due to the source of funds allocated for this project, loss of funds may result after June 1, 2020. All services must be completed to the satisfactions of the DHEC end-user, and the invoice received prior to this date. The ability to meet this requirement may be a factor in the award process.

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

- (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
- (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- (f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

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

<http://www.scecmd.org/planandprepare/disasters/severe-winter-weather>

[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

[02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

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

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen. **Only offers with a status of "submitted" have been received by the State. Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35- 1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02- 2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the

procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

Background

Per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals. PFAS have been manufactured and used in a variety of industries around the globe, including in the United States since the 1940s. PFOA and PFOS have been the most extensively produced and studied of these chemicals. Both chemicals are very persistent in the environment and in the human body – meaning they don't break down and they can accumulate over time. There is evidence that exposure to PFAS can lead to adverse human health effects.

PFAS can be found in:

- Food packaged in PFAS-containing materials, processed with equipment that used PFAS, or grown in PFAS-contaminated soil or water.
- Commercial household products, including stain- and water-repellent fabrics, nonstick products (e.g., Teflon), polishes, waxes, paints, cleaning products, and fire-fighting foams (a major source of groundwater contamination at airports and military bases where firefighting training occurs).
- Workplace, including production facilities or industries (e.g., chrome plating, electronics manufacturing or oil recovery) that use PFAS.
- Drinking water, typically localized and associated with a specific facility (e.g., manufacturer, landfill, wastewater treatment plant, firefighter training facility).
- Living organisms, including fish, animals and humans, where PFAS have the ability to build up and persist over time.

Although PFOA and PFOS are no longer manufactured in the United States, they are still produced internationally and can be imported into the United States in consumer goods such as carpet, leather and apparel, textiles, paper and packaging, coatings, rubber and plastics.

There is evidence that exposure to PFAS can lead to adverse health outcomes in humans. If humans, or animals, ingest PFAS (by eating or drinking food or water than contain PFAS), the PFAS are absorbed, and can accumulate in the body. PFAS stay in the human body for long periods of time. As a result, as people get exposed to PFAS from different sources over time, the level of PFAS in their bodies may increase to the point where they suffer from adverse health effects.

The use of Bidder, Offeror or Contract Laboratory are used interchangeably in the solicitation.

3.1. SCOPE OF WORK

- 3.1.1. Services to include all necessary documentation work, and equipment to perform Per-and polyfluoroalkyl substances (PFAS) sample analysis (using EPA Method 533).

3.2. CERTIFICATION / QUALITY ASSURANCE:

- 3.2.1. Bidders must be able to perform and report for Per- and polyfluoroalkyl substances (PFAS) analysis.
- 3.2.2. EPA Method 533 will be used for the analysis.
- 3.2.2.1. Bidders must be certified for this method.
- 3.2.2.1.1. A .pdf attachment from the Environmental Protection Agency (EPA) for this method has been provided for this solicitation.
- 3.2.2.1.2. Certification must be in effect at the time of submission of the offer, and maintained until completion of required analysis.
- 3.2.3. At the discretion of DHEC and/or DHEC Office of Environmental Laboratory Certification, the contract laboratory will submit to an inspection and evaluation prior to the contract being awarded.
- 3.2.4. The contract laboratory will also be subject to inspection and evaluation by the U.S. Environmental Protection Agency and the DHEC Office of Environmental Laboratory Certification, if necessary.
- 3.2.5. An on-site evaluation may be required of those laboratories that have not had an on-site visit performed by the DHEC Office of Environmental Laboratory Certification or a certifying authority recognized by the DHEC program. Any out of state vendors will incur all expenses of the DHEC staff performing the on-site evaluation.

3.3. NUMBER OF SAMPLES:

- 3.3.1. Bidders shall provide an estimated analysis of 150-450 PFAS samples.
- 3.3.2. There is no guarantee of the number of samples that will be submitted for analysis.

3.4. PERFORMANCE TIMEFRAME:

- 3.4.1. Analysis must be completed by June 1, 2020.

3.4.2. The ability to meet this requirement may be a factor in the award process.

3.5. LABORATORY PROCEDURES:

3.5.1. Proper laboratory procedures such as sample preservation, analysis of quality control samples, quality control procedures, and record keeping are included in the contract.

3.6. SUBCONTRACTING

Any subcontract laboratory would be subject to the same contract specifications, certification and inspection requirements as stated under Section III. Scope of Work/Specifications.

3.7. DELIVERY OF BOTTLES AND CHAIN OF CUSTODY:

3.7.1. Sample kits including sample collection documentation, instructions, and bottles are to be delivered to DHEC Bureau of Water as part of the contract.

3.7.1.1. The contractual obligations include delivery of the proper number and type of sample bottles by courier, parcel post, or common carrier.

3.7.1.2. Return shipment of samples is to be done as a part of the contract cost.

3.7.2. Samples can be shipped in any of the following manners: USPS; Fed Ex, UPS, pick-up by the laboratory.

3.7.3. A prepaid label must be provided for all return shipments.

3.7.4. Written instructions are to be provided concerning collection, preservation, and return shipping procedures.

3.7.5. Relevant addresses will be provided to the contracted laboratory(ies).

3.7.6. "Chain-of-custody" forms are to be provided for each shipment.

3.7.7. At DHEC's discretion, kits may be directly delivered and contractor's courier service may not be used.

3.8. COLLECTION BOTTLE CONFIGURATION:

EPA recommends the following configurations:

3.8.1. Sample containers: 250-mL polypropylene bottles fitted with polypropylene screw caps

3.8.2. Polypropylene bottles: 4-mL narrow-mouth

3.9. LOST OR DAMAGED SAMPLES

3.9.1. Samples lost or damaged while in transit or in the custody of the contract laboratory will be repeated at no additional cost to DHEC Bureau of Water.

3.9.2. Invalidated samples are to be repeated and may be billed as additional samples if not due to laboratory error.

3.9.3. Samples with no "chain-of-custody" form will be considered exceeding the appropriate holding time and may be billed as additional samples.

3.10. CONFIDENTIALITY OF DATA :

All data including sampling site location and analytical results are the property of DHEC Bureau of Water and are not to be released to anyone including the water system from which they were collected without written permission from DHEC. Any request for data must be addressed to DHEC Freedom of Information Office.

3.11. REPORTING RESULTS:

3.11.1. The analytical results are to be reported to the DHEC Bureau of Water in electronic format within twenty-one (21) days of analysis.

3.11.1.1. The final report must include the results and a copy of the chain-of-custody form.

3.11.1.2. Analytical results must be reported using the proper format.

3.11.2. The laboratory must submit updates monthly. These updates should include documentation of bottle deliveries, and any complications should they arise.

3.12. PROJECT STAFFING:

3.12.1 The Contractor is expected to propose sufficient staff with the requisite skills and abilities to meet all requirements of this bid.

3.12.2. The Contractor must identify the personnel and provide their assigned roles and resumes demonstrating their qualifications and experience for the identified staff. The personnel identified must be employed by the Contractor at the time the offer is submitted.

3.12.3. The Contractor's offer must describe policies, plans, and intentions about maintaining continuity of key staff assigned to the project and avoiding and minimizing the impact of necessary staff changes.

3.13. INVOICING:

The actual data results must accompany all invoices (hard copy and email) for those samples included in the invoice.

3.14. PRICING:

3.14.1. Provide an individual price for analysis of Method 533.

3.14.1.1. The costs must be all-inclusive, including collection supplies, freight, and shipping charges.

3.14.1.2. Bidders shall provide pricing for both five-day and three-day expedited analysis (the pricing for expedited analyses will not be part of the award criteria).

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

South Carolina Department of Health and Environmental Control

Bureau of Water

2600 Bull Street

Columbia, SC 29201

[03-3030-1]

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]

- 4.1 Provide a detailed report of the lab's sample handling capabilities, analytical report generation, data transfer, and ability to successfully report by electronic transfer and hard copy, monitoring data using the format and essential reporting characteristics supplied by DHEC and level of technological capabilities (i.e., existence of a laboratory information management system portal accessible by DHEC).
- 4.2. Certification – Provide proof of certification to conduct Per- and polyfluoroalkyl substances (PFAS) using Method 533.

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
<http://osmba.sc.gov/directory.html> [04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05- 5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice,

the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the

State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith; (b) method of shipment or packing; (c) place of delivery; (d) description of services to be performed; (e) time of performance (i.e., hours of the day, days of the week, etc.); or, (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract. (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR 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]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

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

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

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]

OWNERSHIP OF DATA & MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11- 35-1524(D)(5)(c)] [07-7B237-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VII. TERMS AND CONDITIONS – C. DHEC’S SPECIAL CLAUSES

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

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

DHEC’s CONFIDENTIALITY POLICY (DHEC – MAR 2014)

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

TOBACCO-FREE CAMPUS POLICY (DHEC - FEB 2016)

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1.000	each		
Product Category: 98991 - Water Sampling and Analysis Services				
Item Description: Sample analysis – Method 533				
Tendering Text: See specifications in Section III.				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
The bidder has read and understands all Amendments.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1. The Submitter has read and understands the terms and conditions of this solicitation.	Mandatory	No	<input type="checkbox"/> Yes. I have read and understand the terms and conditions.	
2. The offer is in accordance with the terms and conditions of this solicitation.	Mandatory	No	<input type="checkbox"/> Yes. I have read and understand the terms and conditions.	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Can bidder meet the June 1, 2020 Performance Time-Frame?	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IX. ATTACHMENTS TO SOLICITATION

- A. Nonresident Taxpayer Registration Affidavit Income Tax Withholding
- B. Offeror's Checklist
- C. EPA Method 533 (separate attachment)

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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT** mark your entire bid/proposal as confidential, trade secret, or protected! **Do not** include a legend on the cover stating that your entire response is not to be released!
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]



State of South Carolina

Request for Quote
Amendment - I

Solicitation: 5400019500
Date Issued: March 20, 2020
Procurement Officer: E. Madison Winslow
E. Madison Winslow
Phone: 803-898-3487
E-Mail Address: winsloem@dhec.sc.gov

DESCRIPTION: **EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health and Environmental Control**

The Term "Offer" Means Your "Bid" or "Proposal". See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR OFFER ONLINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>
(See Page 3 and 4 for Instructions)
By e-mail to winsloem@dhec.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **March 27, 2020/2:30 pm ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~March 19, 2020/2:30 pm ET~~ (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See Page 3 for Instructions**

CONFERENCE TYPE: N/A
DATE & TIME: N/A

LOCATION: N/A

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on **March 30, 2020**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

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.

(full legal name of business submitting the offer)

AUTHORIZED SIGNATURE

DATE SIGNED

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TITLE

STATE VENDOR NO.

(business title of person signing above)

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

STATE OF INCORPORATION

(printed name of person signing above)

(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)

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

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____ Area Code - Number - Extension Facsimile</p> <p>_____ E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>_____ Payment Address same as Home Office Address</p> <p>_____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

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

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ON LINE

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a SCEIS vendor user ID and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “Notes and Attachments” tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION OR BIDDING PROBLEMS SHOULD CONTACT:

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

Monday – Friday 8:00 AM – 4:30 PM

Offeror instructions can be found at:

<http://procurement.sc.gov/vendor/submitting-offers>

NOTICE

- To submit bids vendors must use Internet Explorer 8, 9 or 10, which is compatible with SAP. Other browsers such as Internet Explorer 11, Google Chrome, or Mozilla Firefox will not function properly and may prohibit bid submissions.
- **It will be the responsibility of each bidder to ensure that their response was submitted properly. The Response Status must indicate 'Submitted'. If the response is in a 'HELD' or 'SAVED' status, you MUST go back in the system and submit the response before it can be 'ACCEPTED' by the State.**
- Bidders are encouraged to review the 'Simulation for Bid Creation' before trying to submit their response.
- Electronic bid submission (SRM Login) – <https://vendorportal.sc.gov/irj/portal>
- Submitting Confidential Data - <https://procurement.sc.gov/legal/general-info>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S.C. 29201

Opening/Physical Address:

SCDHEC – Division of Procurement Services
Bureau of Business Management
Columbia Mills Building – 4th Floor
301 Gervais Street
Columbia, S.C. 29201

Please call the procurement officer listed on the cover page or call information at (803) 898-3501 prior to delivery of a bid.

1. Offerors shall submit one (1) copy.
2. The solicitation number and opening date must appear on the package exterior
3. Offerors may e-mail offer to winsloem@dhec.sc.gov (procurement officer listed on cover page)

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

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

OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

STEP 1: Go back to the initial 'RFX and Auctions' screen

The screenshot shows the SAP RFX and Auctions interface. The table below represents the data visible in the 'Active Queries' section:

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response	Response Status	Event Version	Response Version	Q&A	Start Time	End Time
5400008505	Computer Replacement for SCGOV	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	08:00:00	14:00:00
5400008506	Computer Room Upgrade Project	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	08:00:00	15:00:00
5400008509	RAY44228 11/04/2013 09:46:40	Invitation For Bid	Published	11/06/2013			No Bid Created	1		0	08:00:00	11:00:00
5400008796	Whiteboard Stand	Invitation For Bid	Published	11/15/2013		5500025632	Submitted	8		0	08:00:00	17:00:00
5400008549	Computer Room Upgrade Project	Invitation For Bid	Published	11/05/2013			No Bid Created	8		0	08:00:00	17:00:00
5400008771	Homeowner Services	Request for Proposal	Published	01/25/2014			No Bid Created	3		0	08:00:00	14:00:00
5400008587	Web Site Design Project	Request for Proposal	Published	11/06/2013			No Bid Created	7		0	08:00:00	17:00:00
5400008528	OSS FPB Technical Assistance & Support	Fixed Price Bid	Published	05/02/2016			No Bid Created	5		0	08:00:00	11:00:00
5400008569	FPB TO PROVIDE MULTI AGENCY COMMUNITY BA	Fixed Price Bid	Published	05/31/2014			No Bid Created	3		0	08:00:00	11:30:00
5400008008	Xirus Network Products & Services	Fixed Price Bid	Published	08/19/2016			No Bid Created	1		0	08:00:00	14:30:00

STEP 2: Select the 'Refresh' button to update the screen.

STEP 3: Make sure the RFX you responded to, has your specific bid response number '55XXXXXXXX' displayed in the Response Number column and the Response Status column has a status of 'Submitted' before you log off.

NOTE: You also have the ability to print out a copy of your submission by selecting the 'Print Preview' button after your offer has been submitted.

The 'Display RFX Response' dialog box contains the following information:

- RFX Response Number:** 5500025632
- RFX Number:** 5400008796
- Status:** Submitted
- RFX Response Version Number:** Active Version
- RFX Version Number:** 8

AMENDMENT ONE

Solicitation No. 5400019500

DESCRIPTION: EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

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]

QUESTIONS FROM OFFERORS – AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE “STATE’S RESPONSE” SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE “STATE’S RESPONSE” DOES. **ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED.** [02-2A097-1]

Questions and Answers

1. **QUESTION:** In section 3.2.2.1 it states “Bidders must be certified for this method” and section 4.2 requests proof of certification. Method 533 is a new method and we are in the process of obtaining certification. Our request for certification will be submitted to TNI within a month, can we bid on this solicitation?

STATE’S RESPONSE: There is nothing preventing the vendor from bidding on the solicitation. However, certification must be provided prior to an award being issued. The award for this solicitation is currently scheduled to be posted on March 30, 2020.

STATE OF SOUTH CAROLINA
SC DHEC
ATTN: PROCUREMENT SERVICES DIVISION
301 GERVAIS STREET, 4TH FLOOR
COLUMBIA SC 29201-3073

Statement of Award

Posting Date: April 3, 2020

Solicitation: 5400019500
Description: EPA Method 533 for Per- and Polyfluoroalkyl Substances (PFAS) Analysis
Agency: South Carolina Department of Health and Environmental Control

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective April 7, 2020, at 8:30 am ET. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO - MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, Information Technology 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]

Awarded To: Pace Analytical Services LLC
106 Vantage Point Drive
West Columbia, SC 29172

Total Potential Value: \$98,000.00

Item	Description	Unit Price
1	EPA Method 533 for Per- and Polyfluoroalkyl Substances (PFAS) Analysis	\$274.00

Procurement Officer

E. Madison Winslow

From: SamanthaCarney@EurofinsUS.com
To: [Protest-MMO](#)
Cc: JohnCosgrove@eurofinsUS.com; [Joe Mattheis](#)
Subject: [External] Notice of Intent to Protest Award - Solicitation 5400019500
Date: Thursday, April 9, 2020 1:59:46 PM
Attachments: [Notice of Intent to Protest Award - Solicitation 5400019500.pdf](#)
Importance: High

Dear Chief Procurement Officer:

Please see attached Notice of Intent to Protest Award for Solicitation 5400019500; EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis. We will be following with a detailed protest as required in the next 24 hours.

We appreciate your review and consideration.

Warmest regards,

Samantha Y Carney
Sales Operations Coordinator

Eurofins Eaton Analytical, LLC
Monrovia, CA and South Bend, IN
Mobile: +1 717-497-5090
E-Mail: SamanthaCarney@EurofinsUS.com

Please note: In order to continue to provide critical testing services, **Eurofins Environment Testing laboratories in the US are maintaining our courier services and continue to sample, analyze and report all test data as usual.** The situation around COVID-19 continues to be fluid and we are continuing to follow local and government mandates as applicable. For up-to-date business information, visit our website and follow us on Facebook and LinkedIn.

Links to use:

Website: <https://www.eurofinsus.com/environment-testing>
Facebook: <https://www.facebook.com/EurofinsEnvTesting>
LinkedIn: <https://www.linkedin.com/company/eurofins-env-testing-america>

Please note that our standard [Terms and Conditions](#) apply to the prices quoted.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer. Email transmission cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete. The sender therefore is in no way liable for any errors or omissions in the content of this message which may arise as a result of email transmission. If verification is required, please request a hard copy. We take reasonable precautions to ensure our emails are free from viruses. You need, however, to verify that this email and any attachments are free of viruses, as we can take no responsibility for any computer viruses, which might be transferred by way of this email. We may monitor all email communication through our networks. If you contact us by email, we may store your name and address to facilitate communication.

From: [Clark, Tripp](#)
To: [White, John](#)
Cc: [Winslow, E. Matt](#)
Subject: Re: [External] Formal Protest of Award for Solicitation 5400019500; EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis
Date: Monday, April 20, 2020 2:12:08 PM
Attachments: [image001.png](#)
[Protest-SC-DHEC PFAS-533 Bid Award FINAL 04-10-2020.pdf](#)
[Enclosure 1- Email Send by E. Winslow 04-08-2020.pdf](#)
[Enclosure 2 -Amendment 1 03-20-2020.pdf](#)
[Enclosure 3 - Accreditation Certifications UT AZ 03-2020.pdf](#)

John,

After discussions with the buyer, and with technical guidance and concurrence from the program area, we have determined that the protesting vendor, Eurofins, is correct. The award to Pace Analytical was in error as they do not have the necessary certification for EPA Method 533 which was a material requirement of the solicitation.

How do you advise that we proceed? It seems to me that we would request permission under 19-445.2085 (C) to cancel award prior to performance because of administrative error by the agency. If approved, we would cancel the award to Pace. Then, we would issue a new award to Eurofins, provided their offer is still valid. They would be the lowest priced responsive and responsible offeror.

Tripp Clark

Procurement Director

Bureau of Business Management

S.C. Dept. of Health & Environmental Control

Office: (803) 898-3485

Mobile: (803) 465-3636

Fax: (803) 898-3505

Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



From: White, John <jswhite@mmo.sc.gov>
Sent: Monday, April 13, 2020 4:57 PM
To: Clark, Tripp <clarkhc@dhec.sc.gov>
Cc: SamanthaCarney@EurofinsUS.com <SamanthaCarney@EurofinsUS.com>; JohnCosgrove@eurofinsUS.com <JohnCosgrove@eurofinsUS.com>; Joe Mattheis <JosephMattheis@eurofinsUS.com>; Grier, Manton <mgrier@ogc.sc.gov>
Subject: FW: [External] Formal Protest of Award for Solicitation 5400019500; EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis

***** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. *****

Tripp,

I have received the attached protest on DHEC Solicitation 5400019500. I know that DHEC is very busy responding to the COVID-19 Emergency. Under these circumstances, is it practical for DHEC to provide a response to this protest by April 24, 2020? If so, I would like a response by that date. If you need more time, let me know.



John St. C. White | Materials Management Officer and State Engineer
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0768 |
jswhite@mmo.sc.gov

From: SamanthaCarney@EurofinsUS.com <SamanthaCarney@EurofinsUS.com>
Sent: Friday, April 10, 2020 1:53 PM
To: Protest-MMO <Protest-MMO@mmo.sc.gov>
Cc: JohnCosgrove@eurofinsUS.com; Joe Mattheis <JosephMattheis@eurofinsUS.com>
Subject: [External] Formal Protest of Award for Solicitation 5400019500; EPA Method 533 for Per- and Polyfluoroalkyl Substances (PFAS) Analysis
Importance: High

Dear Chief Procurement Officer:

Please see attached Formal Protest of Award for Solicitation 5400019500; EPA Method 533 for Per-and Polyfluoroalkyl Substances (PFAS) Analysis.

We appreciate your review and consideration.

Warmest regards,

Samantha Y Carney
Sales Operations Coordinator

Eurofins Eaton Analytical, LLC
Monrovia, CA and South Bend, IN
Mobile: +1 717-497-5090
E-Mail: SamanthaCarney@EurofinsUS.com

Please note: In order to continue to provide critical testing services, **Eurofins Environment Testing laboratories in the US are maintaining our courier services and continue to sample, analyze and report all test data as usual.** The situation around COVID-19 continues to be fluid and we are continuing to follow local and government mandates as

applicable. For up-to-date business information, visit our website and follow us on Facebook and LinkedIn.

Links to use:

Website: <https://www.eurofinsus.com/environment-testing>

Facebook: <https://www.facebook.com/EurofinsEnvTesting>

LinkedIn: <https://www.linkedin.com/company/eurofins-env-testing-america>

Please note that our standard [Terms and Conditions](#) apply to the prices quoted.

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From: [Clark, Tripp](#)
To: [White, John](#)
Subject: [External] Fw: Protest -- SCDHEC Solicitation No. 5400019500
Date: Wednesday, April 22, 2020 5:32:11 PM
Attachments: [image001.png](#)
[image002.png](#)
[image005.png](#)
[Outlook-1469631442.png](#)

John,

Please see the e-mail exchange below regarding the Protest by Eurofins.

Tripp Clark
Procurement Director
Bureau of Business Management
S.C. Dept. of Health & Environmental Control
Office: (803) 898-3485
Mobile: (803) 465-3636
Fax: (803) 898-3505
Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



From: Winslow, E. Matt <winsloem@dhec.sc.gov>
Sent: Wednesday, April 22, 2020 1:13 PM
To: Clark, Tripp <clarkhc@dhec.sc.gov>
Subject: Fw: Protest -- SCDHEC Solicitation No. 5400019500

FYI.--Matt

E. Madison Winslow
Procurement Manager
Division of Procurement Services
S.C. Dept. of Health & Environmental Control
Office: (803) 898-3487
Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



From: Dan Wright <dwright@shealylab.com>
Sent: Wednesday, April 22, 2020 1:12 PM
To: Winslow, E. Matt <winsloem@dhec.sc.gov>
Subject: RE: Protest -- SCDHEC Solicitation No. 5400019500

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Hi Matt,

Thanks for the information. Unfortunately, we have not obtained EPA 533 certification at this point. We will be submitting our information to the TNI accrediting body very shortly, but Eurofins Monrovia has already reached this milestone.

I have great respect to the Monrovia lab and they will serve SCDHEC well on the scope. It is discouraging that both solicitations were awarded to out of state labs, but with the information we have learned from both losses I will make the necessary adjustments to win future solicitations.

Thanks,

Dan

Daniel J. Wright

General Manager | Pace South Carolina

formerly Shealy Environmental Services, Inc.

106 Vantage Point Drive, West Columbia, SC 29172

o: 803.227.2701 | m: 803.931.2763 | pacelabs.com



From: Winslow, E. Matt <winsloem@dhec.sc.gov>
Sent: Tuesday, April 21, 2020 4:49 PM
To: Dan Wright <dwright@shealylab.com>
Subject: Protest -- SCDHEC Solicitation No. 5400019500

Good afternoon.

As you are aware, a protest in the above-referenced solicitation was filed last week. I have attached the protest letter (and enclosures) for your review.

After further investigation by our program area, in coordination with staff in the procurement services division and office of general counsel, it has been determined that the protest does have merit.

At this time, it is the agency's position that the award was made in error, due to a misunderstanding in what constitutes appropriate certification in this area (specifically, EPA

Method 533).

Please review the attached materials. If you feel that our newly formed position is in fact mistaken, and that the award should not be canceled, let me know (including your line of reasoning) by no later than Thursday, April 23, at 5 pm ET.

On behalf of DHEC, I apologize for any and all confusion and delay related to this procurement. We do not enjoy vacating or canceling awards, and obviously doing so is not in the best interests of your firm, either.

The agency is also aware that you questioned certain aspects of the procurement, specifically with regards to certification, during the bid process. There is no question that your bid was made in good faith.

Thank you.--Matt

E. Madison Winslow
Procurement Manager
Division of Procurement Services
S.C. Dept. of Health & Environmental Control
Office: (803) 898-3487
Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



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